



Registration of a Charge

Company name: **CONTINENTAL PRODUCT ENGINEERING LIMITED**

Company number: **02700257**



X9XXRDPF

Received for Electronic Filing: **09/02/2021**

Details of Charge

Date of creation: **01/02/2021**

Charge code: **0270 0257 0002**

Persons entitled: **BNP PARIBAS COMMERCIAL FINANCE LIMITED AS ABL SECURITY AGENT**

Brief description: **THE INSTRUMENT CONTAINS A SECOND FIXED CHARGE OVER ALL OF ITS RIGHTS, TITLE AND INTEREST FROM TIME TO TIME IN AND TO THE INTELLECTUAL PROPERTY (AS DEFINED THEREIN) LISTED IN SCHEDULE 6, INCLUDING, INTER ALIA, THE SECURITY BRACKET PENDING PATENT WITH REGISTRATION NUMBER GB2578900**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **DAVID SHENNAN, PAUL HASTINGS (EUROPE) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2700257

Charge code: 0270 0257 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2021 and created by CONTINENTAL PRODUCT ENGINEERING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2021 .

Given at Companies House, Cardiff on 10th February 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEBENTURE ACCESSION DEED

To: BNP Paribas Commercial Finance Limited as ABL Security Agent

THIS DEED is made on 1 February 2021 by Wolseley UK Limited (a limited liability company incorporated in England and Wales with registered number 00636445), Continental Product Engineering Limited (a limited liability company incorporated in England and Wales with registered number 02700257), William Wilson Holdings Limited (a limited liability company incorporated in Scotland with registered number SC053508) and William Wilson Ltd. (a limited liability company incorporated in Scotland with registered number SC014691) (the “**New Chargors**” and each a “**New Chargor**”) in relation to the Debenture (the “**Debenture**”) dated 27 January 2021 entered into by the Chargors (as defined therein) in favour of BNP Paribas Commercial Finance Limited as security agent for the ABL Creditors (the “**ABL Security Agent**”) on the terms and conditions set out in the Intercreditor Agreement which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement, as defined in the Debenture).

Terms defined in the Debenture shall have the same meanings when used in this Deed.

1. ACCESSION

Each New Chargor hereby confirms that, as from the date of this Deed, it intends to be a party to the Debenture as a Chargor, undertakes to perform all the obligations expressed in the Debenture to be assumed by a Chargor and agrees that it shall be bound by all the provisions of the Debenture, as if it had been an original party to the Debenture.

2. COVENANT TO PAY

Each New Chargor covenants with the ABL Security Agent as trustee for the ABL Creditors that it shall on demand of the ABL Security Agent discharge all Secured Obligations and each such New Chargor shall pay to the ABL Security Agent when due and payable every sum at any time owing, due or incurred by each such New Chargor to the ABL Security Agent (whether for its own account or as trustee for the ABL Creditors) or any of the other ABL Creditors in respect of any such liabilities **provided that** neither such covenant nor the Security Interest constituted by this Deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

3. SPECIFIC SECURITY

3.1 Common provisions as to all Security

All the Security Interests created by or pursuant to this Deed are:

- 3.1.1 created with full title guarantee (subject to any Permitted Security and the Term Loan Security and, in the case of any Trust Account, the applicable Declaration of Trust);
- 3.1.2 created in favour of the ABL Security Agent as trustee for the ABL Creditors and the ABL Security Agent shall hold the benefit of this Deed and the Security Interests created by or pursuant to it on trust for the ABL Creditors; and
- 3.1.3 continuing security for the payment and discharge of all the Secured Obligations.

4. FIRST-RANKING FIXED CHARGE

4.1 Fixed charge over Monetary Claims (other than Accounts)

Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any Accounts which are otherwise subject to a fixed charge or assignment (at law or in equity) under this Clause 4) and all Related Rights thereto.

4.2 Fixed charge over Accounts

Each New Chargor charges, by way of first fixed charge (other than to the extent assigned pursuant to Clause 4.4 (*Assignment of Assigned Accounts*) or charged pursuant to Clause 4.5 (*Fixed Charge over Assigned Accounts*) below), all of its rights, title and interest from time to time in and to its Accounts and all Related Rights thereto.

4.3 Fixed charge over Inventory

Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Inventory and all Related Rights thereto.

4.4 Assignment of Assigned Accounts

Each New Chargor assigns and agrees to assign absolutely all of its rights, claims, title and interest from time to time in and to each Assigned Account of that New Chargor and all Related Rights thereto.

4.5 Fixed Charge over Assigned Accounts

Each New Chargor charges (to the extent not validly and effectively assigned pursuant to Clause 4.4 (*Assignment of Assigned Accounts*)) by way of first fixed charge, all of its rights, title and interest from time to time in and to each Account and all Related Rights thereto.

4.6 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely all of its rights, claims, title and interest from time to time in and to each Credit Insurance Policy and each Inventory Insurance Policy of that Chargor, and in each case all Related Rights thereto (but excluding any Credit Insurance Policy and any Inventory Insurance Policy which the relevant Chargor is prohibited from securing pursuant to the terms of the relevant insurance policy).

4.7 Fixed charge over Insurance Policies

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clause 4.6 (*Assignment of Insurance Policies*) above) by way of first fixed charge, all of its rights, title and interest from time to time in and to each Credit Insurance Policy, each Inventory Insurance Policy of that Chargor, and in each case all Related Rights thereto.

5. SECOND-RANKING FIXED CHARGE

5.1 Mortgage of Real Property

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges, by way of second legal mortgage, its Real Property.

5.2 Fixed charge over Real Property

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges

(to the extent not validly and effectively charged by way of second legal mortgage pursuant to Clause 5.1 (*Mortgage of Real Property*)), by way of second fixed charge, all of its rights, title and interest from time to time in and to all its Real Property.

5.3 Fixed charge over Tangible Moveable Property

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property.

5.4 Fixed charge over contracts

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that New Chargor is a party (except for the Specific Contracts, and for the avoidance of doubt excluding any Monetary Claims arising from any such contract or agreement, which are charged pursuant to Clause 4.1 (*Fixed Charge over Monetary Claims (other than Accounts)*)) and all Related Rights.

5.5 Fixed charge over Ancillary Monetary Claims

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Ancillary Monetary Claims (other than the Business Protection Claim (as defined in the Acquisition Agreement (itself defined in the Initial ABL Facility Agreement)) and any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed) and all Related Rights (to the extent not already charged under this Clause 5.5).

5.6 Fixed charge over Investments

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

5.7 Fixed charge over Shares

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

5.8 Fixed charge over Intellectual Property

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property (except the Excluded Intellectual Property).

5.9 Fixed charge over goodwill

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges, by way of second fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that New Chargor.

5.10 Fixed charge over other assets

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 5.11 (*Assignment of Specific Contracts*) to 5.12 (*Assignment of Insurance Policies*)) by way of second fixed charge, all of its rights, title and interest from time to time in and to each Specific Contract and Term Priority Insurance Policy.

5.11 Assignment of Specific Contracts

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor assigns and agrees to assign absolutely, on a second-ranking basis to the Term Loan Security, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that New Chargor and all Related Rights.

5.12 Assignment of Insurance Policies

Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor assigns and agrees to assign absolutely, on a second-ranking basis to the Term Loan Security, all of its rights, claims, title and interest from time to time in and to the proceeds of each Term Priority Insurance Policy of that New Chargor and all Related Rights (but excluding any Term Priority Insurance Policy which the relevant Chargor is prohibited from securing pursuant to the terms of the relevant insurance policy).

6. FLOATING CHARGE

6.1.1 Each New Chargor charges by way of first floating charge, in favour of the ABL Security Agent, all Inventory, Monetary Claims, Accounts, Credit Insurance Policies and Inventory Insurance Policies and all the Related Rights in respect of the same of that New Chargor (including, but not limited to, such property, assets and rights in Scotland or governed by the law of Scotland).

6.1.2 Subject to the terms of the Intercreditor Agreement (including Clause 2.2 (*Common Transaction Security*) and Clause 20 (*Application of Proceeds*)), each New Chargor charges by way of second floating charge, in favour of the ABL Security Agent, all present and future assets and undertakings (other than the Inventory, Monetary Claims, Accounts, Credit Insurance Policies and Inventory Insurance Policies and all the Related Rights in respect of the same) of that New Chargor (including, but not limited to, such property, assets and rights in Scotland or governed by the law of Scotland).

6.1.3 The floating charges created by sub-Clause 6.1.1 and 6.1.2 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that New Chargor under the ABL Finance Documents in favour of the ABL Security Agent as trustee for the ABL Creditors as security for the Secured Obligations.

- 6.1.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 6 (*Floating Charge*) and it is acknowledged that, with respect to each New Chargor, such floating charges taken together relate to the whole or substantially the whole of the relevant New Chargor's property.
- 6.1.5 The floating charges created by Clause 6.1 (*Floating Charge*) may not be converted into a fixed charge in respect of any property or assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

6.2 **Negative Pledge**

Except as not prohibited under any of the ABL Finance Documents, no New Chargor shall at any time during the Security Period create or permit to subsist any Security Interest over all or any part of the Charged Property.

Details of certain of the assets of each New Chargor which are subject to the Security constituted by the Debenture are set out in the Schedules to this Deed.

This Deed shall be governed by and construed in accordance with English law.

This Deed is an ABL Finance Document under the Initial ABL Facility Agreement.

EXECUTED as a DEED

By: **WOLSELEY UK LIMITED**

.....	Director
	
.....	Director/Secretary

EXECUTED as a DEED

By: **WILLIAM WILSON LTD.**

.....	Director
	
.....	Director/Secretary

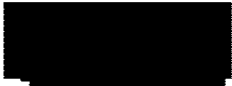
EXECUTED as a DEED

By: CONTINENTAL PRODUCT ENGINEERING LIMITED

.....	Director
	
.....	Director/Secretary

EXECUTED as a DEED

By: WILLIAM WILSON HOLDINGS LIMITED

.....	Director
	
.....	Director/Secretary

- 6.1.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 6 (*Floating Charge*) and it is acknowledged that, with respect to each New Chargor, such floating charges taken together relate to the whole or substantially the whole of the relevant New Chargor's property.
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This Deed is an ABL Finance Document under the Initial ABL Facility Agreement.

EXECUTED as a DEED

By: **WOLSELEY UK LIMITED**

..... Director

..... Director/Secretary

EXECUTED as a DEED

By: **WILLIAM LTD.**

..... Director for and on behalf of
Wolseley UK Directors Limited

..... Director/Secretary

EXECUTED as a DEED

By: **CONTINENTAL PRODUCT ENGINEERING LIMITED**

.....
[Redacted Signature]

Director for and on behalf of
Wolseley UK Directors Limited

..... Director/Secretary

EXECUTED as a DEED

By: **WILLIAM W [Redacted] OLDINGS LIMITED**

.....
[Redacted Signature]

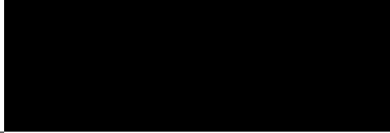
Director for and on behalf of
Wolseley UK Directors Limited

..... Director/Secretary

The ABL Security Agent

BNP PARIBAS COMMERCIAL FINANCE LIMITED

By:



Name: David Morris, Director

Title:

Notice Details

Attention: Simon Parsons

Address: Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, TN4 8BS

Email: ClientRelationshipmanagers.comfin.uk@bnpparibas.com

Facsimile: 01892 544159

We, the Parent, acknowledge this Deed for the purpose of designating the Deed an ABL Finance Document under the Initial ABL Facility Agreement.

CD&R Wolf UK Co 2 Limited

By:



SCHEDULE 1 TO THE DEBENTURE ACCESSION DEED

DETAILS OF REAL PROPERTY

	Company	Address and description of property	Title number
1	Wolseley UK Limited	Leahs Yard (Land Only), Meadow Lane, Alfreton	DY283931
2	Wolseley UK Limited	WBS, This Moment in Time (Land), North side Paycocke Road, Basildon SS14 3JS	EX811661
3	Wolseley UK Limited	WBS, This Moment in Time (Land), North side Paycocke Road, Basildon SS14 3JS	EX819332
4	Wolseley UK Limited	(P&H Contract) Foundry Lane, Fishponds Trading Estate, St George, Bristol, BS5 7UE	AV55788
5	Wolseley UK Limited	Burdens, Earl Russell Way, Lawrence Hill, Bristol, BS5 0WT	BL54355
6	Wolseley UK Limited	Burdens, Ely Road, Charlton Business Park, Waterbeach, Cambridge, CB25 9PG	CB163588
7	Wolseley UK Limited	(P&H Local), 191/193 Barrack Road, Christchurch, BH23 2AR	DT88568
8	Wolseley UK Limited	Wolseley, Albert Road, Deal, CT14 9RA	K496938
9	Wolseley UK Limited	(P&H Contract), West Street, Off Trafford Way, Doncaster, DN1 3AA	SYK339072
10	Wolseley UK Limited	Burdens, Apple Ane, Off Sidmouth Road, Sowrton, Exeter, EX2 7HA	DN486584
11	Wolseley UK Limited	(P&H Local) Pitronnerie Road, St Peter's Port, Guernsey, GY21 2RG	(Not registered)
12	Wolseley UK Limited	(P&H Local) 460 Archway Road, Highgate, London, N6 4JB	EGL392174
13	Wolseley UK Limited	Burdens, Ashfield Way, Whitehall Industrial Estate, Whitehall Road, New Farnley, Leeds, LS12 5JB	WYK554012
14	Wolseley UK Limited	Burdens, Ashfield Way, Whitehall Industrial Estate, Whitehall Road, New Farnley, Leeds, LS12 5JB	WYK470674
15	Wolseley UK Limited	Burdens, Ashfield Way, Whitehall Industrial Estate, Whitehall Road, New Farnley, Leeds, LS12 5JB	WYK467707
16	Wolseley UK Limited	(P&H Local), Pabo Lane, Conway Road, Llandudo, LL31 9JE	WA561115
17	Wolseley UK Limited	(Infrastructure), Albion Works, Station Road, Llangadog, SA19 9LT	WA894037
18	Wolseley UK Limited	MCA Fusion, 20 Cosgrove Way, Luton, LU1 1XL	BD67903
19	Wolseley UK Limited	Distribution Centre, 142 Repton Road, Measham, DE12 7DT	LT409519
20	Wolseley UK Limited	(P&H Local) Unit 8, Brunel Way, Minehead, TA24 5BY	ST105673

Sched. 1-1

	Company	Address and description of property	Title number
21	Wolseley UK Limited	(P&H Local) 4 Charter Gate, Clayfield Close, Moulton Park, Northampton, NN3 6QF	NN207706
22	Wolseley UK Limited	(P&H Contract) Nottingham Science Technology Park, University Boulevard, Nottingham, NG7 2RG	NT223156
23	Wolseley UK Limited	Fusion, 4 Welbeck Way, Woodston Industrial Estate, Peterborough, PE2 7WH	CB92580
24	Wolseley UK Limited	Burdens, Bell Close, Newnham Industrial Estate, Plymton, Plymouth, PL7 4JH	DN31972
25	Wolseley UK Limited	Ripon Head Office, Boroughbridge Road, Ripon, HG4 1SL	NYK250036
26	Wolseley UK Limited	Ripon Head Office, Boroughbridge Road, Ripon, HG4 1SL	NYK259233
27	Wolseley UK Limited	(P&H Local), Brixton Way, Off Harlescott Lane, Shrewsbury, SY1 3AZ	SL71247
28	Wolseley UK Limited	(P&H Contract) Sutton Street, Chesterton, Newcastle Under Lyme, ST5 7JH	SF166952
29	Wolseley UK Limited	Burdens, Europa Industrial Park, Radway Road, Stratton Street, Margaret, Swindon, SN3 4ND	WT204476
30	Wolseley UK Limited	Burdens, Europa Industrial Park, Radway Road, Stratton Street, Margaret, Swindon, SN3 4ND	WT217986
31	Wolseley UK Limited	Burdens, Europa Industrial Park, Radway Road, Stratton Street, Margaret, Swindon, SN3 4ND	WT93918
32	Wolseley UK Limited	Burdens, Brickhouse Lane, West Bromwich, B70 0DD	WM677720
33	Wolseley UK Limited	(P&H Local) Unit 11 Kiln park, Winterstoke Commercial Centre, Weston Super-Mare, BS23 3XP	AV125675
35	Wolseley UK Limited	(P&H Local)1 Buckland Road, Pen Mill Trading Estate, Yeovil, BA21 5EA	ST8940
Nominal Freehold Interests <i>(Freeholds held by Wolseley UK Limited of nominal value, due to long leases of circa 999 years being granted out of the freehold interests)</i>			
36	Wolseley UK Limited	Unit 6, Glanyrafon Industrial Estate, Aberystwyth, Wales	WA688327
37	Wolseley UK Limited	Land to the West of Mucklow Hill, Halesowen, West Midlands, England	WM564678
38	Wolseley UK Limited	Land and buildings to the North West side of Hawkins Lane, Burton Upon Trent, DE14 1PT	SF330162
39	Wolseley UK Limited	Land to the North East of Folly Road, Devizes, England	WT195332 WT131332
40	Wolseley UK Limited	Land on the East Side of Twyford Road, Eastleigh, SO50 4HB, England	HP182938
41	Wolseley UK	Land and buildings on the South side of Alphinbrook	DN70160

	Company	Address and description of property	Title number
	Limited	Road, Exeter, England	
42	Wolseley UK Limited	Plot 9, Bridge Road, Haywards Heath, England	WSX100033
43	Wolseley UK Limited	Land and Buildings on the South East side of Leads Road, Stoneferry, Hull, England	HS242455
44	Wolseley UK Limited	Land and Building on the West side of Lake Terrace, Hunslet, England	WYK2671
45	Wolseley UK Limited	32 and 32A Shap Road, Kendal, England, LA9 6BZ	CU99263
46	Wolseley UK Limited	Land and Building on the East side of Black Lane, Macclesfield, England	CH184904
47	Wolseley UK Limited	Land and Buildings on the South side of Cornwallise Road, Maidstone, England	K111126
48	Wolseley UK Limited	Land and Buildings on the South side of Coldhurst Street, Oldham, England	GM388653
49	Wolseley UK Limited	Land on the South Side of Fitzherbert Road, Portsmouth, England	HP39412
50	Wolseley UK Limited	Land and Buildings on the North East and North West side of Stoney Lane, Rainhill, England	LA250642 MS222690
51	Wolseley UK Limited	Land and Buildings on the North West Side of Dallamires Way North, Ripon, England	NYK44498
52	Wolseley UK Limited	7 Somers Road, Rugby. CV22 7DB, England	WK288877
53	Wolseley UK Limited	Land on the East side of St Thomas's Road, Spalding, England	LL251374 LL187649
54	Wolseley UK Limited	Land and Buildings on the South East side of, and 591 Sedlescombe Road North, St Leonards-On-Sea, England	HT16993 ESX15834
55	Wolseley UK Limited	Builder's Merchants Depot, Stane Street, Westhampnett, PO18 0NS, England	WSX222346
56	Wolseley UK Limited	Land on the North Side of Avenue Three, Station Lane, Witney, England	ON140292 ON206465
57	Wolseley UK Limited	Unit L, Cosgrove Close, Worcester, WR3 8UA, England	Unregistered
58	Wolseley UK Limited	Cambrian Works, Garden Road, Wrexham, Wales	WA434064

SCHEDULE 2 TO THE DEBENTURE ACCESSION DEED

SHARES AND INVESTMENTS

Chargor	Company	Description and number of Shares held
Wolseley UK Limited	Wolseley Utilities Limited	1 ordinary share of GBP1.00
Wolseley UK Limited	Wolseley DC Plan Trustees Limited (D)	1 ordinary share of GBP1.00
Wolseley UK Limited	Broughton's Limited (D)	50,000 ordinary shares of GBP1.00
Wolseley UK Limited	Wolseley UK Directors Limited (D)	1 ordinary share of GBP1.00
Wolseley UK Limited	MPS Builders Merchants Limited	70,000 ordinary shares of GBP 0.000014286
Wolseley UK Limited	Continental Product Engineering Limited	10,000 ordinary shares of GBP1.00
Wolseley UK Limited	King & Company (1744) Limited (D)	8,750 ordinary shares of GBP1.00
Wolseley UK Limited	Hall & Co. Limited	40,000,000 ordinary shares of GBP1.00
Wolseley UK Limited	A.C. Electrical Holdings Limited	275,000 ordinary shares of GBP1.00 2,900,000 preference shares of GBP1.00
Wolseley UK Limited	Fusion Provida Holdco Limited	363,695 ordinary shares of GBP 0.00000275
Wolseley UK Limited	Wholesale Supplies (C.I) Limited	3,500 ordinary shares of GBP 1.00
William Wilson Limited	T & R Electrical Wholesalers Limited	1 ordinary share of GBP1.00
William Wilson Holdings Limited	G.L Headley Limited (D)	1 ordinary share of GBP 1.00
William Wilson Holdings Limited	Seller of Leeds Limited	181,000 ordinary shares of GBP 0.25

SCHEDULE 3 TO THE DEBENTURE ACCESSION DEED
SPECIFIC CONTRACTS

None.

SCHEDULE 4 TO THE DEBENTURE ACCESSION DEED

ACCOUNTS

Name of Account Holder	Name and address of the institution at which account is held	Account Number	Sort Code	Mandatory Prepayment Account?
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Wolseley UK Ltd	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
William Wilson Limited	Lloyds Bank, 25 Gresham Street, London EC2V	██████████	██████	No
Continental Product Engineering Ltd	HSBC Bank Canada Square, 8 Canada Square, Canary Wharf, London E14 5HQ	██████████	██████	No

Name of Account Holder	Name and address of the institution at which account is held	Account Number	Sort Code	Mandatory Prepayment Account?
Continental Product Engineering Ltd	HSBC Bank Canada Square, 8 Canada Square, Canary Wharf, London E14 5HQ	[REDACTED]	[REDACTED]	No
Continental Product Engineering Ltd	HSBC Bank Canada Square, 8 Canada Square, Canary Wharf, London E14 5HQ	[REDACTED]	[REDACTED]	No

SCHEDULE 5 TO THE DEBENTURE ACCESSION DEED

INSURANCE POLICIES

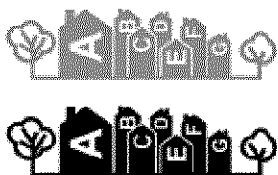
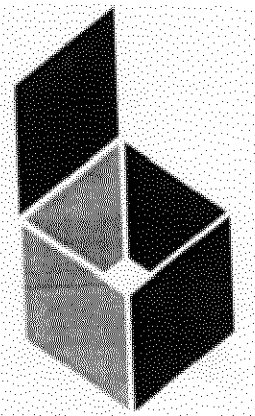
Company	Issuer	Address	Type of Policy	Policy Number
Wolseley UK Limited	Starr International (Europe) Limited	4th Floor, 30 Fenchurch Ave, Langbourn, London EC3M 5AD	Airside Liability	A2098M1Y
Wolseley UK Limited	QBE UK Limited	Acclaim House, Central Park, New Lane, Leeds LS11 5UF	Primary Employers Liability	Y112682QBE0120A
Wolseley UK Limited	American International Group UK Limited	58 Fenchurch St, Tower, London EC3M 4AB	Excess Employers' Liability Layer 1	32021317
Wolseley UK Limited	QBE Europe SA/NV	30 Fenchurch St, Billingsgate, London EC3M 3BD	Excess Employers' Liability Layer 2	045432/01/2019/1072.01
Wolseley UK Limited	American International Group UK Limited	58 Fenchurch St, Tower, London EC3M 4AB	Excess Employers' Liability Layer 3	32020690
Wolseley UK Limited	Zurich Insurance Plc	2nd Floor, Norfolk House, 7 Norfolk St, Manchester M2 1ZU	Engineering Milling Machine	FF800302
Wolseley UK Limited	Zurich Insurance Plc	2nd Floor, Norfolk House, 7 Norfolk St, Manchester M2 1ZU	Engineering Hired in Plant	LL822836
Wolseley UK Limited	Zurich Insurance Plc And Zurich Management Services Limited	2nd Floor, Norfolk House, 7 Norfolk St, Manchester M2 1ZU	Engineering Pressure Plant	40928026
Wolseley UK Limited	XL Catlin Insurance Company UK Limited	20 Gracechurch St, Langbourn, London EC3V 0BG	Motor Fleet	XUK0026814MO20A
Wolseley UK Limited	QBE UK Limited	Acclaim House, Central Park, New Lane, Leeds LS11 5UF	Professional Indemnity "IBEAM"	23152P20
Wolseley UK Limited	Global policies being replaced by local UK policies			
Wolseley UK Limited	Liberty Mutual Insurance Europe SE	5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg	General Liability	B080112714G20
Wolseley UK Limited	Chubb European Group Ltd 25% AIG Europe Limited 30% XL Insurance Company SE 30% HDI Global SE 15%	Various	GL 1 st excess	IEG0068774LI20A
Wolseley UK	QBE UK Limited	Various	GL 2 nd excess	B080113849G20

Company	Issuer	Address	Type of Policy	Policy Number
Limited	-60% AWAC Europe – 40%			
Wolseley UK Limited	AIG International Group UK Limited	58 Fenchurch St, Tower, London EC3M 4AB	D & O primary	B080123427P20
Wolseley UK Limited	Zurich Insurance Plc Swiss Re International SE Aviva Insurance Limited Lloyd's Syndicate 2232AWH Allianz Global Corporate and Specialty SE Lloyds Syndicate QBE 1886 & Others Lloyds Syndicate CVS 1919 & Others Lloyd's Syndicate CNP 1861& Others Chubb & Others. AIG & Other	Various	D & O excess layers	B080123422P20 B080123423P20 B080123424P20 B080144420P20 B080144421P20 B080123425P20 B080129931P20 B080147018P20
Wolseley UK Limited	American International Group UK Limited	58 Fenchurch St, Tower, London EC3M 4AB	Cyber	B080129886P20
Wolseley UK Limited	Lloyd's Syndicate Brit 2987	TBC	Cyber 1 st excess	B080133363P20
Wolseley UK Limited	Allianz Global Corporate and Specialty SE	TBC	Cyber 2 nd excess	B080133364P20
Wolseley UK Limited	XL Insurance America, Inc.	70 Seaview Ave UNIT 6, Stamford, CT 06902, United States	PDBI	US00090841PR20 A
Wolseley UK Limited	AIG Europe Limited	123-131 The Headrow, Leeds LS1 5RD	Marine Cargo	B080116095M19
Wolseley UK Limited	American International Group UK Limited	58 Fenchurch St, Tower, London EC3M 4AB	Personal Accident & Business Travel	0010526727
Continental Product Engineering Limited	NFU Mutual	Tiddington Road, Stratford Upon Avon, Warwickshire, CV37 7BJ	Fleet Insurance Policy	003x7337853/NQ2/SF

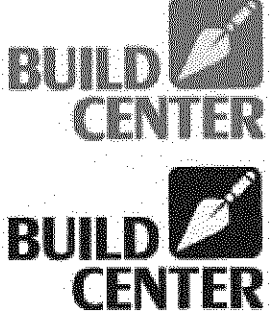
Company	Issuer	Address	Type of Policy	Policy Number
William Wilson Ltd	Nexus CIFS Limited	52-56 Leadenhall Street, London, EC3A 2EB	Commercial – Risks Attaching (Credit Insurance)	2724

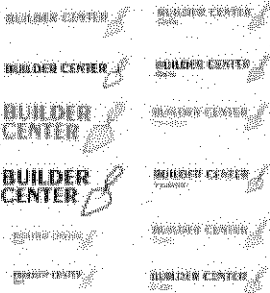
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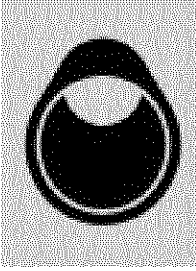
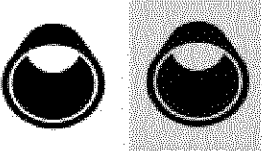
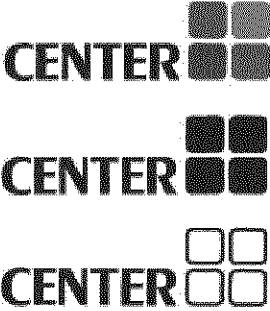
INTELLECTUAL PROPERTY

Trademark/patent	Company	Country	Registration Number	Status	Date registered
ABCDEFG Logo (Series of 2) 	Wolseley UK Limited	United Kingdom	2628958	registered	28/12/2012
ABCDEFG Multicolour Logo 	Wolseley UK Limited	United Kingdom	2628885	registered	28/12/2012
ALLAM	Wolseley UK Limited	China - International		pending	
ALLAM	Wolseley UK Limited	European Union - International		pending	
ALLAM	Wolseley UK Limited	Madrid Protocol	1557406	registered	14/09/2020
ALLAM	Wolseley UK Limited	United Kingdom	3474609	registered	09/08/2020
AQUOS	Wolseley UK Limited	United Kingdom	2423917	registered	23/02/2007
B Logo 	Wolseley UK Limited	United Kingdom	2269124	registered	05/10/2001
BCG	Wolseley UK Limited	United	3222729	registered	28/07/2017

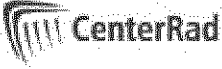
Sched 6-1

Trademark/patent	Company	Country	Registration Number	Status	Date registered
bcg Logo (Series of 2) 	Wolseley UK Limited	Kingdom United Kingdom	3222732	registered	28/07/2017
BEER MASTER (Stylised) (Series of 3) 	Wolseley UK Limited	United Kingdom	2364846	registered	19/11/2004
BOILER BUNNY Logo 	Wolseley UK Limited	United Kingdom	3107304	registered	07/08/2015
boileroutlet.co.uk	Wolseley UK Limited	United Kingdom	2616029	registered	04/01/2013
BRAMHAM	Wolseley UK Limited	United Kingdom	2008491	registered	22/12/1995
BROUGHTON CRANGROVE	Wolseley UK Limited	United Kingdom	2269104	registered	05/04/2002
BUILD CENTER & Device (Series of 2) 	Wolseley UK Limited	United Kingdom	2357149A	registered	10/02/2006
BUILD CENTER & Device	Wolseley UK Limited	European Union	4001061	registered	03/01/2006

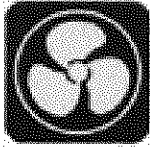
Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
BUILD CENTER	Wolseley UK Limited	United Kingdom	2357149B	registered	10/02/2006
BUILDER CENTER & Device (Series of 12)	Wolseley UK Limited	United Kingdom	2311268	registered	04/11/2005
					
BURDENS CIVILS logo	Wolseley UK Limited	United Kingdom	322787	registered	23/06/2017
					
BURDENS	Wolseley UK Limited	United Kingdom	3039777	registered	23/05/2014
Burdens Device (Black and White)	Wolseley UK Limited	European Union	12542304	registered	23/09/2014
					
Burdens Device (Colour)	Wolseley UK Limited	European Union	12542338	registered	22/09/2014

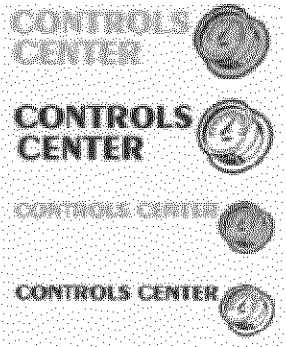
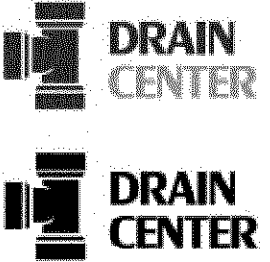
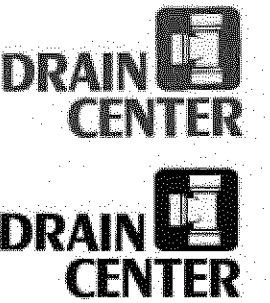
Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
Burdens Device (Series of 2) 	Wolseley UK Limited	United Kingdom	3039771	registered	02/05/2014
CAPPER PLASTICS	Wolseley UK Limited	United Kingdom	2311632	registered	10/12/2004
CBW Logo 	Wolseley UK Limited	United Kingdom	3362891	registered	05/04/2019
CELLAR MASTER (Stylised) (Series of 3) 	Wolseley UK Limited	United Kingdom	2364845	registered	19/11/2004
CENTER & Device (Series of 3) 	Wolseley UK Limited	United Kingdom	2364624	registered	31/12/2004
CENTER & Device	Wolseley UK Limited	European Union	4046561	registered	03/01/2008

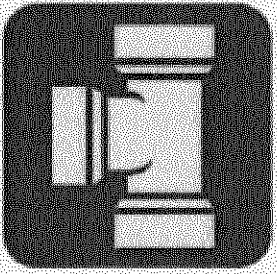
Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
CENTER & Device 	Wolseley UK Limited	Switzerland	541498	registered	06/01/2006
CENTER Logo 	Wolseley UK Limited	China - International	1065259	registered	19/05/2010
CENTER Logo 	Wolseley UK Limited	European Union - International	1065259	registered	19/05/2010
CENTER Logo 	Wolseley UK Limited	Madrid Protocol	1065259	registered	19/05/2010
CENTER Logo 	Wolseley UK Limited	Norway - International	1065259	registered	19/05/2010
CENTER Logo 	Wolseley UK Limited	Switzerland - International	1065259	registered	19/05/2010
CenterRad Logo (version 1) (series of 2)  	Wolseley UK Limited	United Kingdom	3166005	registered	30/09/2016
CenterRad Logo (version 2) (Series of 2)	Wolseley UK Limited	United Kingdom	3166007	registered	30/09/2016

Trademark/patent	Company	Country	Registration Number	Status	Date registered
 					
CenterRad Logo (Version 3) (Series of 4)    	Wolseley UK Limited	United Kingdom	3166058	registered	30/09/2016
CenterRad Logo (Version 4) (Series of 2)  	Wolseley UK Limited	United Kingdom	3180063	registered	23/12/2016
CENTERRAD Logo 	Wolseley UK Limited	United Kingdom	2106541	registered	07/02/1997
CenterRail Logo (Series of 2)  	Wolseley UK Limited	United Kingdom	3180064	registered	11/11/2016
CENTERSTORE / CenterStore (Series of 2)	Wolseley UK Limited	United Kingdom	2520463A	registered	01/01/2010
CENTERSTORE SOLAR / CenterStore	Wolseley UK Limited	United Kingdom	2520463B	registered	01/01/2010

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Trademark/patent	Company	Country	Registration Number	Status	Date registered
Solar (Series of 2)					
CHATEAU	Wolseley UK Limited	United Kingdom	2140199	registered	06/02/1998
CLEARANCE CENTER and Device (Series of 4)	Wolseley UK Limited	United Kingdom	3109985	registered	13/11/2015
 CLEARANCE CENTER  CLEARANCE CENTER  CLEARANCE CENTER  CLEARANCE CENTER					
CLIMATE CENTER & Device (Series of 2)	Wolseley UK Limited	United Kingdom	2357171B	registered	18/03/2005
 CLIMATE CENTER  CLIMATE CENTER					
CLIMATE CENTER Logo (2017) (series of 2)	Wolseley UK Limited	United Kingdom	3242037	registered	29/09/2017
 CLIMATE CENTER  CLIMATE CENTER					
CLIMATE CENTER	Wolseley UK Limited	United Kingdom	2357171A	registered	18/03/2005
CLIMATE Device	Wolseley UK Limited	European Union	4596383	registered	08/11/2007
					
CONTROLS CENTER & Device (Series of 4)	Wolseley UK Limited	United Kingdom	2298261	registered	04/07/2003

Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
CRANGROVE	Wolseley UK Limited	United Kingdom	1298929	registered	27/01/1987
DRAIN CENTER	Wolseley UK Limited	United Kingdom	2357154B	registered	10/02/2006
DRAIN CENTER & Device 	Wolseley UK Limited	European Union	4008108	registered	15/12/2005
DRAIN CENTER Logo (2017) (series of 2) 	Wolseley UK Limited	United Kingdom	3242036	registered	10/11/2017
DRAIN CENTER Logo (Series of 2) 	Wolseley UK Limited	United Kingdom	2357154A	registered	10/02/2006

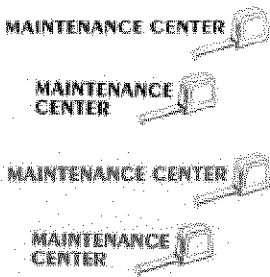
Trademark/patent	Company	Country	Registration Number	Status	Date registered
DRAIN Device 	Wolseley UK Limited	European Union	4596391	registered	23/10/2008
DRAINAGE CENTER & Device (Series of 4) 	Wolseley UK Limited	United Kingdom	2297935	registered	17/06/2005
ENIGMA	Wolseley UK Limited	United Kingdom	2133110	registered	21/11/1997
EVO	Wolseley UK Limited	United Kingdom	2336817	registered	28/11/2003
FIDELIO	Wolseley UK Limited	United Kingdom	2631290	registered	07/12/2012
FREDERICK YORK	Wolseley UK Limited	United Kingdom		pending	
FREDERICK YORK Logo 	Wolseley UK Limited	United Kingdom		pending	
FUSION PROVIDA & Device	Wolseley UK Limited	European Union	4759411	registered	27/04/2007

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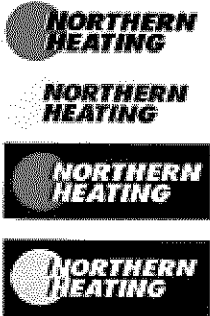
Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
FUSION UTILITIES logo 	Wolseley UK Limited	United Kingdom	3239050	registered	15/12/2017
Gas & Oil Parts & Device 	Wolseley UK Limited	European Union	4075842		07/08/2006
GODOT	Wolseley UK Limited	United Kingdom	2631529	registered	21/12/2012
HeatingTrader.co.uk Logo (Series of 2)  	Wolseley UK Limited	United Kingdom	2639577	registered	07/06/2013
HEATMASTER (stylised) (Series of 2)  	Wolseley UK Limited	United Kingdom	2423425	registered	01/02/2008
HIRE CENTER & Device (Series of 4)	Wolseley UK Limited	United Kingdom	2311269	registered	30/09/2005

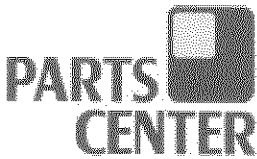
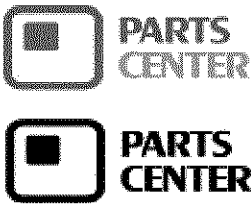
Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
HIRE CENTER & Device 	Wolseley UK Limited	European Union	3998309	registered	08/12/2005
homeoutlet.co.uk	Wolseley UK Limited	United Kingdom	2615641	registered	23/11/2012
Homeoutlet.co.uk Logo (Series of 2) 	Wolseley UK Limited	United Kingdom	2639253	registered	18/01/2013
hrpc & Flame Logo 	Wolseley UK Limited	European Union	2932150	registered	18/05/2005
HRPC & FLAME Logo	Wolseley UK Limited	United Kingdom	2304064	registered	13/12/2002

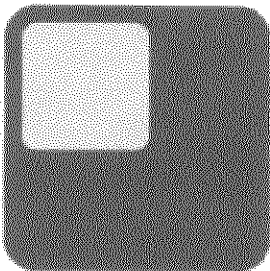
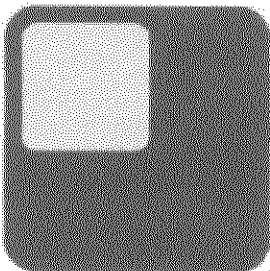
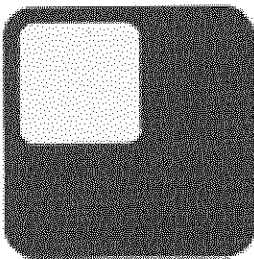
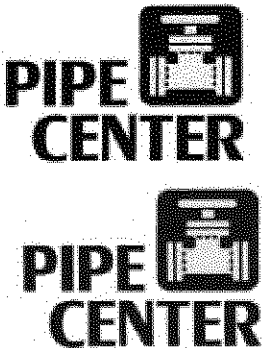
Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
HRPC	Wolseley UK Limited	European Union	2931566	registered	21/12/2004
HRPC	Wolseley UK Limited	United Kingdom	2304065	registered	20/12/2002
INTEGRATED SERVICES Logo (2017) 	Wolseley UK Limited	United Kingdom	3242041	registered	23/02/2018
INTEGRATED SERVICES Logo (Series of 2)  	Wolseley UK Limited	United Kingdom	2614926	registered	28/09/2012
ironmongeryoutlet.co.uk	Wolseley UK Limited	United Kingdom	2616032	registered	04/01/2013
JET	Wolseley UK Limited	United kingdom	2311635C	registered	15/07/2005
JET & Device (Series of 2)	Wolseley UK Limited	United Kingdom	2131101	registered	28/11/1997

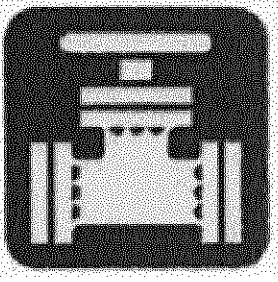
Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
JET range Logo (Series of 4) 	Wolseley UK Limited	United Kingdom	2545724	registered	25/04/2014
JET range Logo (Series of 4) 	Wolseley UK Limited	United Kingdom	2311635A	registered	22/07/2005
JET range Logo 	Wolseley UK Limited	European Union	1090356	registered	12/05/2000
JET RANGE		United Kingdom	2311635B	registered	15/07/2005
lightingoutlet.co.uk	Wolseley UK Limited	United Kingdom	2616031	registered	04/01/2013
LIVE IN LANDSCAPES	Wolseley UK Limited	United Kingdom	2297731	registered	13/12/2002
MAINTENANCE CENTER & Device (Series of 4) 	Wolseley UK Limited	United Kingdom	2311388	registered	08/08/2003
MCA	Wolseley UK Limited	United	2450823A	registered	21/03/2008

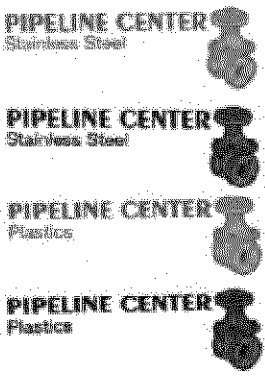
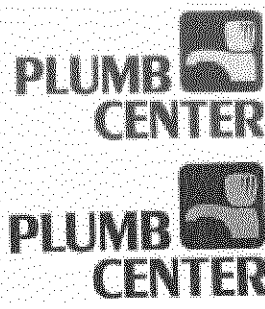
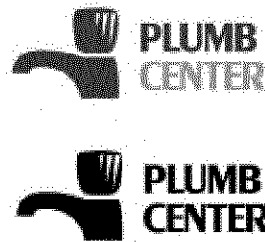
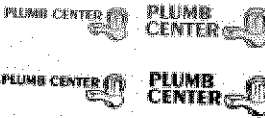
Trademark/patent	Company	Country	Registration Number	Status	Date registered
MCA-FUSION	Wolseley UK Limited	Kingdom United Kingdom	3148728	registered	27/05/2016
MCA-FUSION Device 	Wolseley UK Limited	United Kingdom	3148731	registered	27/05/2016
MCA-FUSION HIRE & REPAIR logo 	Wolseley UK Limited	United Kingdom	3239055	registered	10/11/2017
NABIS	Wolseley UK Limited	China - International	1022326	registered	16/11/2009
NABIS	Wolseley UK Limited	European Union	4843066	registered	20/03/2007
NABIS	Wolseley UK Limited	Madrid Protocol	1022326	registered	16/11/2009
NABIS	Wolseley UK Limited	Norway - International	1022326	registered	16/11/2009
NABIS	Wolseley UK Limited	Switzerland - International	1022326	registered	16/11/2009
nabis Logo (Series of 2) 	Wolseley UK Limited	United Kingdom	3166003	registered	14/10/2016
nabis SANITAIRE (stylised) 	Wolseley UK Limited	European Union	4845905	registered	13/02/2007
NORTHERN HEATING (stylised) (Series of 4)	Wolseley UK Limited	United Kingdom	2423422	registered	21/12/2007

Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
NRS (Stylised) (Series of 3) 	Wolseley UK Limited	United Kingdom	2311633	registered	21/05/2004
NRS CELLAR MASTER (Stylised) (Series of 3) 	Wolseley UK Limited	United Kingdom	2311638	registered	02/01/2004
PACK MASTER (Stylised) (Series of 3) 	Wolseley UK Limited	United Kingdom	2364847	registered	19/11/2004
PARTS CENTER & Device (Colour)	Wolseley UK Limited	European Union	3684487	registered	20/07/2005

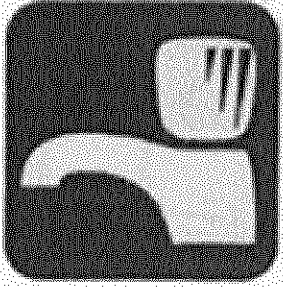
Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
PARTS CENTER & Device (Colour) 	Wolseley UK Limited	United Kingdom	2359976A	registered	18/03/2005
PARTS CENTER & Device (Mono) 	Wolseley UK Limited	United Kingdom	2359976B	registered	18/03/2005
PARTS CENTER (Stylised) 	Wolseley UK Limited	European Union	2814242	registered	30/10/2003
PARTS CENTER Logo (2017) (series of 2) 	Wolseley UK Limited	United Kingdom	3242035	registered	10/11/2017
PARTS Device (Colour)	Wolseley UK Limited	European Union	3757937	registered	01/09/2005

Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
PARTS Device (Colour) 	Wolseley UK Limited	United Kingdom	2359814A	registered	18/03/2005
PARTS Device (Mono) 	Wolseley UK Limited	United Kingdom	2359814B	registered	18/03/2005
PIPE CENTER & Device (Series of 2) 	Wolseley UK Limited	United Kingdom	2357183	registered	10/02/2006
PIPE CENTER & Device	Wolseley UK Limited	European Union	4000675	registered	02/02/2006

Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
PIPE CENTER Logo (2017) (series of 2)  	Wolseley UK Limited	United Kingdom	3242039	registered	10/11/2017
PIPE Device 	Wolseley UK Limited	European Union	4596342	registered	29/09/2008
PIPELINE CENTER & Device (Series of 4)    	Wolseley UK Limited	United Kingdom	2298256	registered	27/06/2003
PIPELINE CENTER Stainless Steel & Device / PIPELINE CENTER Plastics & Device (Series	Wolseley UK Limited	United Kingdom	2311631	registered	21/05/2004

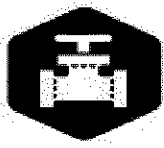
Trademark/patent	Company	Country	Registration Number	Status	Date registered
of 4) 					
PLUMB CENTER & Device (Series of 2) 	Wolseley UK Limited	United Kingdom	2356925	registered	04/03/2005
PLUMB CENTER EXPRESS	Wolseley UK Limited	United Kingdom	2313233	registered	11/07/2003
PLUMB CENTER Logo (2017) (series of 2) 	Wolseley UK Limited	United Kingdom	3242034	registered	10/11/2017
PLUMB CENTER Logo (Series of 4) 	Wolseley UK Limited	United Kingdom	2302320	registered	13/12/2002
PLUMB CENTER	Wolseley UK Limited	Guernsey	GGGT4665	registered	27/05/1997
PLUMB CENTER	Wolseley UK Limited	Jersey	7086	registered	22/05/1997

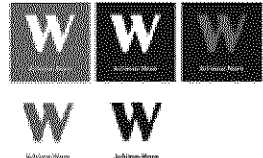
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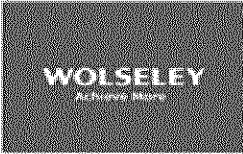
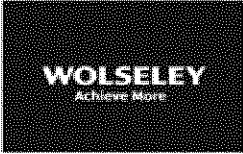
Trademark/patent	Company	Country	Registration Number	Status	Date registered
PLUMB CENTER	Wolseley UK Limited	United Kingdom	2302374	registered	15/11/2002
PLUMB CENTER	Wolseley UK Limited	United Kingdom	2046563	registered	30/05/1997
PLUMB CENTER	Wolseley UK Limited	United Kingdom	2020568	registered	07/03/1997
PLUMB Device 	Wolseley UK Limited	European Union	4596375	registered	15/05/2008
Quiet Master (Stylised) (Series of 3) 	Wolseley UK Limited	United Kingdom	2364848	registered	19/11/2004
RAPIDE	Wolseley UK Limited	United Kingdom	2297948	registered	27/09/2002
SARACEN Logo 	Wolseley UK Limited	United Kingdom	3166001	registered	14/10/2016
SARACEN	Wolseley UK Limited	United Kingdom	2264689	registered	18/01/2002
SCAN YOUR VAN (Series of 2) 	Wolseley UK Limited	United Kingdom	3107301	registered	13/11/2015
SITE VALUE	Wolseley UK Limited	United Kingdom	2297937	registered	11/07/2003
Smart4	Wolseley UK Limited	United	2498566B	registered	09/04/2010

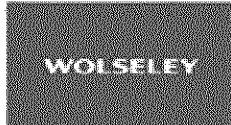
Trademark/patent	Company	Country	Registration Number	Status	Date registered
smart4 (Stylised) (Series of 3) 	Wolseley UK Limited	United Kingdom	2498566A	registered	17/09/2010
Smileys Logo (Series of 4) 	Wolseley UK Limited	United Kingdom	3040032	registered	09/05/2014
SPEEDIPARTS	Wolseley UK Limited	United Kingdom	2577932	registered	26/08/2011
SpeediPARTS Logo 	Wolseley UK Limited	United Kingdom	2582320	registered	26/08/2011
SWAN Logo 	Wolseley UK Limited	United Kingdom	2360307	registered	24/03/2006
SWAN	Wolseley UK Limited	United Kingdom	2360309	registered	24/03/2006
tapoutlet.co.uk	Wolseley UK Limited	United Kingdom	2615951	registered	05/04/2013
tapoutlet.co.uk Logo (Series of 2) 	Wolseley UK Limited	United Kingdom	2616033	registered	02/11/2012
THEATRE	Wolseley UK Limited	United Kingdom	2631528	registered	21/12/2012
theatre Logo (Series of 2)	Wolseley UK Limited	United Kingdom	2638405	registered	18/01/2013

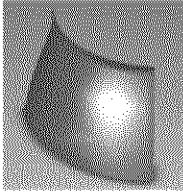
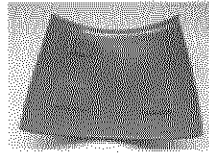
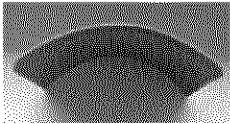
Trademark/patent	Company	Country	Registration Number	Status	Date registered
					
TRADEFIX / TRADE FIX (Series of 2)	Wolseley UK Limited	United Kingdom	2200310	registered	03/11/2000
TRADE-FIX Logo 	Wolseley UK Limited	European Union	3505286	registered	12/04/2005
TUBS & TILES Logo 	Wolseley UK Limited	Ireland	226267		12/09/2003
TXW Logo 	Wolseley UK Limited	United Kingdom	3362892	registered	05/04/2019
UTILITY FIBRE SYSTEMS logo 	Wolseley UK Limited	United Kingdom	3222797	registered	16/06/2017
UTILITY POWER SYSTEMS logo 	Wolseley UK Limited	United Kingdom	3222794	registered	18/08/2017
VALVESTOCK	Wolseley UK Limited	United Kingdom	2311639	registered	29/08/2003
Van Logo (Series Of 2) 	Wolseley UK Limited	United Kingdom	3107303	registered	07/08/2015

Trademark/patent	Company	Country	Registration Number	Status	Date registered
Water Droplet Logo 	Wolseley UK Limited	United Kingdom		pending	
WHAT'S IN YOUR VAN? 	Wolseley UK Limited	United Kingdom	3107323	registered	07/08/2015
	Wolseley UK Limited	United Kingdom	3247484	registered	19/01/2018
	Wolseley UK Limited	United Kingdom	3224355	registered	28/07/2017
	Wolseley UK Limited	United Kingdom	3224349	registered	28/07/2017
	Wolseley UK Limited	United Kingdom	3224352	registered	28/07/2017
	Wolseley UK Limited	United Kingdom	3224353	registered	28/07/2017
	Wolseley UK Limited	United Kingdom	3224348	registered	28/07/2017

Trademark/patent	Company	Country	Registration Number	Status	Date registered
	Wolseley UK Limited	United Kingdom	3222791	registered	18/08/2017
	Wolseley UK Limited	United Kingdom	3224358	registered	28/07/2017
	Wolseley UK Limited	United Kingdom	3224345	registered	28/07/2017
	Wolseley UK Limited	United Kingdom	3223259	registered	03/11/2017
	Wolseley UK Limited	United Kingdom	3223257	registered	03/11/2017
	Wolseley UK Limited	United Kingdom	3240108	registered	27/10/2017
WOLSELEY	Wolseley UK Limited	United Kingdom	2269144	registered	12/04/2002
<u>WOLSELEY</u>	Wolseley UK Limited	European Union	3503571	registered	23/06/2005
WOLSELEY WOLSELEY	Wolseley UK Limited	United Kingdom	2315084	registered	25/07/2003

Trademark/patent	Company	Country	Registration Number	Status	Date registered
    WOLSELEY ACHIEVE MORE	Wolseley UK Limited	United Kingdom	3240110	registered	22/09/2017
 	Wolseley UK Limited	United Kingdom	2328338	registered	14/11/2003
 	Wolseley UK Limited	United Kingdom	2311494	registered	08/08/2003
	Wolseley UK Limited	European Union	2937811	registered	27/07/2004
	Wolseley UK Limited	European Union	2937902	registered	27/10/2004
	Wolseley UK Limited	United Kingdom	2328337	registered	05/12/2003
	Wolseley UK Limited	United Kingdom	2002573	registered	12/01/1996
	Wolseley UK Limited	Guernsey	GGGT4617	registered	20/07/1999
	Wolseley UK Limited	Jersey	7620	registered	01/07/1999
	Wolseley UK Limited	Guernsey	GGGT4620	registered	20/07/1999
	Wolseley UK Limited	Jersey	7623	registered	02/07/1999

Trademark/patent	Company	Country	Registration Number	Status	Date registered
WOLSELEY GLASS CENTER 	Wolseley UK Limited	United Kingdom	2003885	registered	01/12/1995
WOLSELEY IRONMONGERY CENTER 	Wolseley UK Limited	United Kingdom	2002684	registered	10/11/1995
WOLSELEY WOLSELEY   WOLSELEY	Wolseley UK Limited	United Kingdom	3240107	registered	22/09/2017
WOLSELEY TIMBER CENTER 	Wolseley UK Limited	Guernsey	GGGT4619	registered	20/07/1999
WOLSELEY TIMBER CENTER 	Wolseley UK Limited	Jersey	7622	registered	02/07/1999
WOLSELEY TIMBER CENTER 	Wolseley UK Limited	United Kingdom	2003883	registered	20/10/1995
	Wolseley UK Limited	United Kingdom	2269154	registered	19/10/2001
	Wolseley UK Limited	European Union	3656295	registered	07/07/2005
Patents					
ALLAM BOX	Wolseley UK Limited	Europe	20157513.1 (Application Number)	pending	
ALLAM BOX	Wolseley UK Limited	United Kingdom	1902104.7 (Application Number)	pending	
ALLAM BOX	Wolseley UK Limited	United Kingdom	2 577 761	registered	28/10/2020
WILLIAM WILSON and WILLIAM WILSON (stylised) (Series of 5)	Wolseley UK Limited	United Kingdom	2423420	registered	29/06/2007

Trademark/patent	Company	Country	Registration Number	Status	Date registered
  WILLIAM WILSON William Wilson William Wilson					
  	Continental Product Engineering Limited	European Union	00225439 1-0001	registered	12/06/2013
	Continental Product Engineering Limited			unregistered	
	Continental Product Engineering Limited			unregistered	
Security bracket	Continental Product Engineering Limited	England	GB25789 00	pending	03/06/2020
Regulator assembly apparatus	Continental Product Engineering Limited	England	GB25675 43	granted	18/12/2020
Meter bracket	Continental Product Engineering Limited	England	GB25018 66	granted	16/08/2016
Adapter bracket	Continental Product Engineering Limited	England	GB24215 80	granted	19/12/2008
Gas meter bracket	Continental Product Engineering Limited	England	GB24249 34	granted	16/12/2008
Gas meter bracket	Continental Product Engineering Limited	England	GB24780 09	granted	29/10/2013
Slot protector	Continental Product Engineering Limited	England	GB25132 25	granted	05/09/2017
Gas meter bracket	Continental Product	England	GB25081	granted	22/03/2016

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Trademark/patent	Company	Country	Registrati on Number	Status	Date registered
	Engineering Limited		63		

SCHEDULE 7 TO THE DEBENTURE ACCESSION DEED

ANCILLARY MONETARY CLAIMS

Debtor	Company	Amount owed	Relevant Documents	Due Date
Allied Mechanical Limited	Wolseley UK Limited	Total £375,000 £281,250 left to pay	Settlement Agreement	3 instalments of £93,730 to be paid in July 2021, January 2022 and July 2022.
Leyton Sumner Limited	Wolseley UK Limited	Total £54,000 £28,000 left to pay	Summary Judgement	28 instalments remaining: £1,000 per month from January 2021