



Registration of a Charge

Company name: **CELINE GROUP HOLDINGS LIMITED**

Company number: **03430071**

Received for Electronic Filing: **21/10/2019**



X8GK43AQ

Details of Charge

Date of creation: **09/10/2019**

Charge code: **0343 0071 0006**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

PETER MADDEN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3430071

Charge code: 0343 0071 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2019 and created by CELINE GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st October 2019 .

Given at Companies House, Cardiff on 22nd October 2019

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

EXECUTION VERSION

I certify that this is a true copy
(subject only to certain permitted
redactions).

Kirkland & Ellis International LLP

SECOND CONFIRMATORY SECURITY AGREEMENT

DATED 9 OCTOBER 2019

BETWEEN

THE COMPANIES
listed in Schedule 1 (Chargors)

and

GLAS TRUST CORPORATION LIMITED
as Security Agent

CONTENTS

Clause	Page
1. Definitions and interpretation	1
2. Creation of Security	4
3. Incorporation	8
4. Miscellaneous.....	8
5. Governing law	9
 Schedule	
1. Chargors	10
2. Security Assets	11
Part 1 Real Property	11
Part 2 Shares	11
Part 3 Charged Relevant Contracts	11
Part 4 Excluded Contracts.....	13
Part 5 Material Prohibited Contracts.....	15
Part 6 Intellectual Property Rights	18
3. Forms of letter for Account Bank	52
Part 1 Notice to Account Bank	52
Part 2 Acknowledgement of Account Bank.....	54
4. Forms of letter for Relevant Contracts	55
Part 1 Notice to Counterparty	55
Part 2 Acknowledgement of Counterparty	57
5. Forms of letter for Material Prohibited Contracts.....	58
Part 1 Consent request	58
Part 2 Acknowledgement of Counterparty	60
 Signatories	 61

THIS DEED is dated 9 October 2019 and made

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (Chargors) as chargors (the **Chargors**); and
- (2) **GLAS TRUST CORPORATION LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Amended Intercreditor Agreement defined below).

BACKGROUND:

- (A) Pursuant to a security agreement dated 29 March 2019 between the Chargors and the Security Agent (the **Original Security Agreement**), the Chargors created Security Interests over certain of their assets as security for the Secured Obligations (as defined in the Original Security Agreement) in connection with the Intercreditor Agreement.
- (B) On 9 April 2019 the Intercreditor Agreement was amended by a supplemental agreement between, among others, the Chargors and the Security Agent (the **Supplemental Agreement**) and, therefore, the Chargors and the Security Agent entered into a confirmatory security agreement on the date of the First Supplemental Agreement (the **First Confirmatory Security Agreement**).
- (C) The Credit Agreement has been amended and restated by an amendment and restatement agreement dated on or about the date of this Deed between, among others, Celine UK Newco 1 Limited and the Security Agent (the **Amendment and Restatement Agreement**).
- (D) The Chargor and the Security Agent consider that the Security Interests created by the Chargor under the Original Security Agreement and the First Confirmatory Security Agreement secure payment of the Secured Obligations (as defined below) in connection with the Amended Credit Agreement, but enter into this Deed in case they do not.
- (E) This Deed is supplemental to the Original Security Agreement and the First Confirmatory Security Agreement.
- (F) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Account Bank means a bank with which the Restricted Account is maintained.

Amended Credit Agreement means the £250,000,000 term loan facilities Credit Agreement as amended and restated pursuant to the Amendment and Restatement Agreement.

Amended Intercreditor Agreement means the Intercreditor Agreement as amended by the Supplemental Agreement.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Charged Relevant Contract means, in respect of a Chargor, any agreement, instrument or other document specified in Part 3 (Charged Relevant Contracts) of Schedule 2 (Security Assets) under its name under the heading **Charged Relevant Contracts**.

Event of Default has the meaning given to that term in the Amended Intercreditor Agreement.

Excluded Contracts means, in respect of a Chargor, any agreement, instrument or other document specified in Part 4 (Excluded Contracts) of Schedule 2 (Security Assets) under its name under the heading **Excluded Contracts**.

Intercreditor Agreement means the intercreditor agreement dated 29 March 2019 between, among others, various creditors of Debenhams plc, Debenhams Retail Limited and the Security Agent.

Material Prohibited Contracts means, in respect of a Chargor, any agreement, instrument or other document specified in Part 5 (Material Prohibited Contracts) of Schedule 2 (Security Assets) under its name under the heading **Material Prohibited Contracts**.

Party means a party to this Deed.

Restricted Account means the escrow account held in the name of Debenhams Retail Limited with account number 13465535 and sort code 20-00-00, and includes:

- (a) if there is a change of the Account Bank, any account into which all or part of a credit balance from the Restricted Account is transferred; and
- (b) any account which is a successor to the Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from the Restricted Account is transferred for investment or administrative purposes.

Secured Obligations means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents and, in respect of the Hedge Counterparties, under the Hedging Agreements (but excluding any Hedging Liabilities which are not Secured Hedging Liabilities), and to each Pension Trustee as a Secured Party in respect of the Elevated Pensions Liabilities, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

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

Security Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Interest has the meaning given to that term in the Amended Credit Agreement.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full as confirmed by the Security Agent in writing.

1.2 Construction

- (a) Capitalised terms defined in the Amended Intercreditor Agreement have the same meaning in this Deed, unless expressly defined in this Deed.

- (b) The provisions of clauses 1.2 (Construction) to 1.7 (Conflicts with other documents) (inclusive) of the Amended Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Amended Intercreditor Agreement shall be construed as references to this Deed.
- (c) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
 - (ii) a **Debt Document** or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as amended, including any change in the purpose of, any extension of or increase in the amount of a facility or any additional facility;
 - (iii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (iv) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (C) any right against any clearance system;
 - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
 - (E) any cash or securities account maintained by any custodian or other entity,

in each case, in respect of that share, stock, debenture, bond or other security or investment;
 - (v) the term **this Security** means any Security created by this Deed; and
 - (vi) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Debt Documents and of any other agreement or instrument between any Parties in relation to any Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (f) If the Security Agent considers that an amount paid to a Secured Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Debt Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Debt Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Subject to the terms of the Amended Intercreditor Agreement, any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.4 Amended Intercreditor Agreement

This Deed is subject to the provisions of the Amended Intercreditor Agreement. In the event of any inconsistency between this Deed and the Amended Intercreditor Agreement, the provisions of the Amended Intercreditor Agreement will prevail.

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor shall, as primary obligor and not merely as surety, pay or discharge on demand the Secured Obligations in the manner provided for in the Debt Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Obligations of the relevant Chargor; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) In respect of the Excluded Contracts which are not Material Prohibited Contracts, where the rights of a Chargor cannot be secured without the consent of a party to that document or satisfaction of some other condition, this Security shall constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that Excluded Contract but exclude that Chargor's other rights under the document.
- (d) In respect of the Material Prohibited Contracts, where the rights of a Chargor cannot be secured without the consent of a party to that document or satisfaction of some other condition:
 - (i) this Security shall constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that Material Prohibited Contract but exclude

that Chargor's other rights under the document until that Chargor obtains the required consent or satisfies the relevant condition;

(ii) unless the Security Agent otherwise requires, that Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and

(iii) if that Chargor obtains the required consent or satisfies the relevant condition:

(A) that Chargor shall notify the Security Agent promptly; and

(B) all of that Chargor's rights under the document shall immediately be secured in accordance with this Deed.

(e) If the rights of a Chargor under any other document (other than the Excluded Contracts) cannot be secured without the consent of a party to that document or satisfaction of some other condition:

(i) that Chargor shall notify the Security Agent promptly upon becoming aware of the same;

(ii) this Security shall constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that document but exclude that Chargor's other rights under the document until that Chargor obtains the required consent or satisfies the relevant condition;

(iii) unless the Security Agent otherwise requires, that Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and

(iv) if that Chargor obtains the required consent or satisfies the relevant condition:

(A) that Chargor shall notify the Security Agent promptly; and

(B) all of that Chargor's rights under the document shall immediately be secured in accordance with this Deed.

(f) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Land

(a) Each Chargor charges:

(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Part 1 (Real Property) of Schedule 2 (Security Assets) under its name under the heading **Real Property**; and

(ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

(b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

(i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by a Chargor; and

(ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor:

- (a) mortgages by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee, trustee, custodian or clearance system on its behalf and includes the shares specified in Part 2 (Shares) of Schedule 2 (Security Assets) opposite its name under the heading **Shares** (except for any shares, stocks, debentures, bonds or other securities and investments and interests in collective investment schemes and partnerships which are the subject of any Security created by, under or pursuant to any other Transaction Security Document); and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee, trustee, custodian or clearance system on its behalf.

2.4 Book Debts etc.

Each Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights in relation to any item under paragraphs (a) to (b) above.

2.5 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (Land), each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.6 Restricted credit balances

Debenhams Retail Limited charges by way of a first fixed charge all of its rights in respect of the Restricted Account, any amount standing to the credit of that account and the debt represented by that account.

2.7 Insurances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

2.8 Other contracts

- (a) Subject to paragraph (b) below, each Chargor charges by way of a first fixed charge all of its rights in respect of any agreement, instrument or other document to which it is a party, including the agreements, instruments and other documents (if any) specified in Part 3 (Charged Relevant Contracts) of Schedule 2 (Security Assets) under its name under the heading **Charged Relevant Contracts**.
- (b) Paragraph (a) above does not apply to any agreement, instrument or other document to which a Chargor is a party that is subject to any fixed security created under any other term of this Clause 2.

2.9 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Part 6 (Intellectual Property Rights) of Schedule 2 (Security Assets) under its name under the heading **Specific Intellectual Property Rights**;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case, whether registered or not and including all applications for any of the rights referred to in paragraphs (a), (b) and (c) above.

2.10 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above;
- (e) its uncalled capital;
- (f) any letter of credit issued in its favour;
- (g) any bill of exchange or other negotiable instrument held by it; and
- (h) the benefit of all rights in relation to any item in paragraphs (a) to (e).

2.11 Floating charge

- (a) Each Chargor charges by way of a first floating charge all of its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause 2.11 into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.11 may not be converted into a fixed charge solely by reason of:

- (i) the obtaining of a moratorium; or
- (ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.

- (d) The floating charge created by this Clause 2.11 shall (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if:

- (i) an administrator is appointed, or the Security Agent receives notice of an intention to appoint an administrator, in respect of that Chargor
- (ii) any Chargor takes any step to create any Security over any Security Asset in breach of clause 4 (Restrictions on dealings) of the Original Security Agreement; or
- (iii) any person takes any step to effect any seizure, sale under any form of distress attachment, execution or other legal process over any Security Asset,

and in each case, the conversion shall take effect from the instant before the occurrence of that event.

- (e) The floating charge created by this Clause 2.11 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. INCORPORATION

The provisions of clause 3 (Representations – general) to 20 (Release) (inclusive) of the Original Security Agreement, other than clauses 7.2 (Notice of charge – Account Bank), 9.5 (Notices of charge – Relevant Contracts) and 9.6 (Consent request – Material Prohibited Contracts), are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. MISCELLANEOUS

- (a) The Original Security Agreement and the First Confirmatory Security Agreement will remain in full force and effect.
- (b) This Deed is designated a Debt Document and a Transaction Security Document.

5. GOVERNING LAW

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

This Deed has been executed as a deed and delivered by each Chargor on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name of Chargor	Original Jurisdiction	Registration number (or equivalent, if any)
Debenhams Retail Limited	England and Wales	00083395
Celine Group Holdings Limited	England and Wales	03430071
Debenhams Properties Limited	England and Wales	00344823

SCHEDULE 2
SECURITY ASSETS

PART 1
REAL PROPERTY

[BLANK]

PART 2
SHARES

Name of Chargor	Subject Company	No. of Shares	Class of Shares	Percentage of Share Capital
Celine Group Holdings Limited	Debenhams Retail Limited	178,498,151	Ordinary shares of £0.25 each	99%
Celine Group Holdings Limited	Debenhams Properties Limited	151,392,609	Ordinary shares of £1.00 each	100%

PART 3
CHARGED RELEVANT CONTRACTS

No.	Contract	Debenhams Entity	Contract counter-party	Date of contract
1.	Debenhams Merchant Services Agreement	Debenhams Retail Limited	Worldpay	29 October 2015
2.	Regulated prepaid card agreement	Debenhams Retail Limited	Prepay Technologies Limited t/a Prepay Solutions	11 June 2013
3.	DHL Warehouse Management Contract	Debenhams Retail Limited	DHL Supply Chain Limited	1 April 2018 (commencing on 30 August 2015)
4.	Amex Card Acceptance Terms and Conditions and Addendum	Debenhams Retail Limited	American Express Payment Services Limited	Agreement signed on 1 March 2013 and addendum signed on 29 June 2016 (commencing on 7 July 2015)
5.	Brake Brothers Supply Contract	Debenhams Retail	Brake Bros	31 July 2017

No.	Contract	Debenhams Entity	Contract counter-party	Date of contract
	Conditions of Agreement	Limited	Limited	(commencing on 1 September 2016)
6.	Agreement for Cleaning Services	Debenhams Retail Limited	Rentokil Initial Facilities Services (UK) Limited	3 October 2008 (commencing on 1 September 2008) as amended and restated from time to time
7.	Framework Outsourcing Agreement	Debenhams Retail Limited	Capita Customer Management Limited	31 May 2012 as amended and restated 21 April 2016
8.	E.A.A Store Agreement	Debenhams Retail Limited	Estee Lauder Cosmetics Limited	5 December 2016
9.	Hermes Agreement for Services	Debenhams Retail Limited	Hermes Parcelnet Limited	29 August 2017
10.	Shiseido Selective Distribution Agreement	Debenhams Retail Limited	Shiseido Group (UK) Limited	15 October 2018
11.	Concession Agreement	Debenhams Retail Limited	Karen Millen Fashions Limited	30 January 2019
12.	Authorised Distributor Agreement	Debenhams Retail Limited	Clarins (UK) Limited	10 July 2003 (as amended and restated from time to time)
13.	Guerlain Authorised Retailer Contract (UK)	Debenhams Retail Limited	Guerlain Ltd	Signed by Debenhams 14 August 2003
14.	Design Services and Trademark Licence Agreement (kidswear)	Debenhams Retail Limited	No Ordinary Designer Label Limited t/a Ted Baker	20 December 2012
15.	Design Services and Trademark Licence Agreement (lingerie)	Debenhams Retail Limited	No Ordinary Designer Label Limited t/a Ted Baker	20 December 2012
16.	Authorised Retailer Agreement	Debenhams	Parfums Christian Dior	22 December 1992
17.	Design Agreement	Debenhams Retail Limited	Norton & Sons Limited	4 December 2016

No.	Contract	Debenhams Entity	Contract counter-party	Date of contract
18.	L'Oreal (Kiehls) Selective Distribution Agreement	Debenhams Retail Limited	L'Oreal (UK) Limited	2013

PART 4

EXCLUDED CONTRACTS

Contract	Debenhams Entity	Contract Counter-Party	Date of Contract
Brand Retail Agreement - Australia	Debenhams Retail Limited	(1) Brand Retail Agreement; and (2) Harris Scarfe Australia PTY Ltd.	8 October 2015
Australia and New Zealand Franchise Agreement - Harris Scarfe	Debenhams Retail Limited	Harris Scarfe Australia PTY Ltd.	8 October 2015
Alshaya Franchise Agreement	Debenhams Retail Limited	Alshaya Trading CO WLL.	27 November 2016
Carat Contract 2016	Debenhams Retail Limited	Carat	14 December 2016
Carat Media Services Contract	Debenhams Retail Limited	Carat	14 December 2016
Paragon Services Agreement	Debenhams Retail Limited	Paragon Group UK Limited	6 December 2018
Mother London Brand Identity and Expression Services Contract	Debenhams Retail Limited	Mother London Limited	15 January 2018
Newday Cards Limited - Short Form Goods Agreement	Debenhams Retail Limited	Newday Cards Ltd	22 December 2015
Blackhawk Network - Gift card agreement	Debenhams Retail Limited	Blackhawk Network, Inc.	28 December 2006
Reward Cloud - Agreement for supply of gift cards and services	Debenhams Retail Limited	Reward Cloud Limited	18 November 2016
Park Group agreement for use and redemption for retail gift vouchers	Debenhams Retail Limited	High Street Vouchers Limited	13 October 2008
Mastercard Europe Merchant Agreement	Debenhams Retail Limited	MasterCard Payment Gateway Services Limited	N/A

Contract	Debenhams Entity	Contract Counter-Party	Date of Contract
Debenhams VINCI Facilities Contract	Debenhams Retail Limited	VINCI CONSTRUCTION UK LIMITED (t/a VINCI FACILITIES)	1 September 2016
Gazprom Gas Supply Agreement	Debenhams Retail Limited	Gazprom Energy	10 February 2014
Gazprom General Terms and Conditions	N/A	Gazprom Marketing & Trading Retail Limited	N/A
NPower electricity supply contract	Debenhams Retail Limited	Npower Limited	15 March 2016
Miss Selfridge Retail Limited - Online concession agreement	Debenhams Retail Limited	Miss Selfridge Retail Limited	11 June 2014
Monsoon Accessorize Limited - Online concession agreement	Debenhams Retail Limited	Monsoon Accessorize Limited	17 June 2015
Chi Kitchen - Concession agreement	Debenhams Retail Limited	Pan Chai Management Limited	N/A
Compass Contract Services UK Limited Master Concession Terms	Debenhams Retail Limited	Compass Contract Services (UK) Limited	
Ecolab - Business relationship agreement	Debenhams Retail Limited	Ecolab Limited	13 May 2015
M-Netics IT Services Agreement	Debenhams Retail Limited (Customer)	M-Netics Holdings Limited (M-Netics)	8 May 2008
BT MSA Amendment	Debenhams Retail Limited	British Telecommunications plc	7 December 2017
BT MSA Parts 1, 2 and 3	Debenhams Retail Limited	British Telecommunications plc	27 May 2015
Packshot Photography and copy services agreement	Debenhams Retail Limited (Client)	Packshot Company Limited (Agency)	15 June 2016
Tectrade Computers Limited Agreement for managed services	Debenhams Retail Limited	Tectrade Computers Limited	30 November 2017
Amber - Agreement	Debenhams Retail Limited	Amber Waste Services	26 March 2012

Contract	Debenhams Entity	Contract Counter-Party	Date of Contract
ASH Waste Services - Agreement	Debenhams Retail Limited	ASH Waste Services	26 March 2012
RTS Waste Management - Agreement	Debenhams Retail Limited	RTS Waste Management	26 March 2012
Basingstoke Skip Hire Contractor Agreement Parts 1 and 2	Debenhams Retail Limited	Basingstoke Skip Hire	26 March 2012
Cawleys Contractor Agreement Parts 1 and 2	Debenhams Retail Limited	Cawleys	26 March 2012
Countryside Recycling Contractor Agreement	Debenhams Retail Limited	Countryside Recycling Ltd	26 March 2012
Cumbria Waste Contractor Agreement Parts 1 and 2	Debenhams Retail Limited	Cumbria Waste Recycling Ltd	26 March 2012
ISL Waste Parts 1 and 2	Debenhams Retail Limited	ISL Waste Management Ltd	26 March 2012
JWS Waste and Recycling Parts 1 and 2	Debenhams Retail Limited	JWS Waste & Recycling Services Limited	26 March 2012
Lowmac Waste Management Agreement Parts 1 and 2	Debenhams Retail Limited	Lowmac Alloys Ltd	26 March 2012
Viridor Waste Management Agreement	Debenhams Retail Limited	Viridor Waste Management Limited	26 March 2012
IBM - Maxymiser Master Services Agreement	Debenhams Retail Limited	Maxymiser Ltd	30 January 2015
Kurt Geiger - Online concession agreement	Debenhams Retail Limited	Kurt Geiger Limited	22 December 2015

PART 5

MATERIAL PROHIBITED CONTRACTS

Contract	Debenhams Entity	Contract Counter-Party	Date of Contract
Authorised Retail Agreement	Debenhams Retail Limited	Chanel Limited	15 March 2019
Alshaya Franchise Agreement	Debenhams Retail Limited	Alshaya Trading CO WLL.	27 November 2016

Contract	Debenhams Entity	Contract Counter-Party	Date of Contract
Carat Contract	Debenhams Retail Limited	Carat	14 December 2016
Carat Media Services Contract	Debenhams Retail Limited	Carat	14 December 2016
Paragon Services Agreement	Debenhams Retail Limited	Paragon Group UK Limited	6 December 2018
Mother London Brand Identity and Expression Services Contract	Debenhams Retail Limited	Mother London Limited	15 October 2018
Newday Cards Limited - Short Form Goods Agreement	Debenhams Retail Limited	Newday Cards Ltd	22 December 2015
Reward Cloud - Agreement for supply of gift cards and services	Debenhams Retail Limited	Reward Cloud Limited	18 November 2016
Park Group agreement for use and redemption for retail gift vouchers	Debenhams Retail Limited	High Street Vouchers Limited	13 October 2008
Mastercard Europe Merchant Agreement	Debenhams Retail Limited	MasterCard Payment Gateway Services Limited	N/A
Debenhams VINCI Facilities Contract	Debenhams Retail Limited	VINCI CONSTRUCTION UK LIMITED (t/a VINCI FACILITIES)	1 September 2016
Gazprom Gas Supply Agreement	Debenhams Retail Limited	Gazprom Energy	10 February 2014
Gazprom General Terms and Conditions	N/A	Gazprom Marketing & Trading Retail Limited	July 2003
NPower electricity supply contract	Debenhams Retail Limited	Npower Limited	15 March 2016 (to commence on 1 October 2016)
BT MSA Amendment	Debenhams Retail Limited	British Telecommunications plc	7 December 2017
BT MSA Parts 1, 2 and 3	Debenhams Retail Limited	British Telecommunications plc	27 May 2015
Packshot Photography and copy services	Debenhams Retail	Packshot Company	15 June 2016


Contract	Debenhams Entity	Contract Counter-Party	Date of Contract
agreement	Limited (<i>Client</i>)	Limited (<i>Agency</i>)	
Tectrade Computers Limited Agreement for managed services	Debenhams Retail Limited	Tectrade Computers Limited	30 November 2017 (to commence on 1 January 2018)


PART 6
INTELLECTUAL PROPERTY RIGHTS

**WORLD WIDE SCHEDULE OF TRADE MARK APPLICATIONS
AND REGISTRATIONS for BLUE ZOO, DEBENHAMS, MAINE,
MANTARAY and RED HERRING**


DEBENHAMS RETAIL LIMITED



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COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Argentina	DEBENHAMS [word]	35	07/04/2010	2992903	2421249	26/01/2021
Armenia (IR)	BLUE ZOO [words]	25	15/11/2010	1000211	1000211	06/04/2029
Armenia (IR)	DEBENHAMS [word]	25, 35	28/06/2010	921431	921431	12/02/2027
Armenia (IR)	MAINE [word]	25	15/11/2010	899187	899187	01/09/2026
Armenia (IR)	MANTARAY [word]	09, 18, 25	09/01/2007	915143	915143	09/01/2027
Armenia (IR)	RED HERRING [words]	18, 25	15/11/2010	905776	905776	01/09/2026
Australia (IR)	BLUE ZOO [words]	25	29/01/2015	1000211	1000211	06/04/2029
Australia	DEBENHAMS [word]	25	02/07/1997	738190	738190	02/07/2027
Australia (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027
Australia (IR)	DEBENHAMS [word]	20, 21, 24	26/11/2015	1283120	1283120	26/11/2025
Australia		25	01/12/2017	1891456	Pending	Pending
Australia (IR)	RED HERRING [words]	18, 25	29/01/2015	905776	905776	01/09/2026
Australia	RED HERRING [words]	18, 25, 35	02/03/2015	1678055	1678055	02/03/2025
Azerbaijan (IR)	BLUE ZOO [words]	25	02/06/2010	1000211	1000211	06/04/2029
Azerbaijan (IR)	DEBENHAMS [word]	25, 35	13/08/2009	921431	921431	12/02/2027
Azerbaijan (IR)	MAINE [word]	25	02/06/2010	899187	899187	01/09/2026
Azerbaijan (IR)	MANTARAY [word]	25	02/06/2010	915143	915143	09/01/2027
Azerbaijan (IR)	RED HERRING [words]	25	02/05/2010	905776	905776	01/09/2026
Bahrain (IR)	BLUE ZOO [words]	25	06/04/2009	1000211	1000211	06/04/2029
Bahrain	DEBENHAMS [word in Arabic]	18			32343	01/12/2022
Bahrain	DEBENHAMS [word in Arabic]	25			32344	01/12/2022
Bahrain	DEBENHAMS [word]	09	07/12/1996	21364	21364	07/12/2026
Bahrain	DEBENHAMS [word]	14	07/12/1996	21366	21366	07/12/2026
Bahrain	DEBENHAMS [word]	18	07/12/1996	21367	21367	07/12/2026
Bahrain	DEBENHAMS [word]	21	07/12/1996	21369	21369	07/12/2026



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Bahrain	DEBENHAMS [word]	24	07/12/1996	21370	21370	07/12/2026
Bahrain	DEBENHAMS [word]	25	07/12/1996	21373	21373	07/12/2026
Bahrain (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027
Bahrain	MAIN/MAINE [word]	25			24756	23/11/2028
Bahrain (IR)		25	12/02/2007	916843	916843	12/02/2027
Bahrain (IR)	MANTARAY [word]	18, 25	20/10/2008	915143	915143	09/01/2027
Bahrain (IR)	RED HERRING [words]	18, 25	01/09/2006	905776	905776	01/09/2026
Bangladesh	DEBENHAMS [word]	35	15/05/2008	114783	114783	15/05/2025
Belarus (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Brazil	DEBENHAMS [word]	09	09/10/1998	820972223	820972223	10/01/2026
Brazil	DEBENHAMS [word]	09	09/10/1998	820972231	820972231	22/08/2026
Brazil	DEBENHAMS [word]	09	09/10/1998	820972215	820972215	09/01/2026
Brazil	DEBENHAMS [word]	20	09/10/1998	820972274	820972274	28/10/2022
Brazil	DEBENHAMS [word]	21	09/10/1998	820972274	200031163	28/10/2022
Brazil	DEBENHAMS [word]	25	09/10/1998	820972290	820972290	03/12/2021
Canada	BLUE ZOO [words]	24, 25	26/11/2015	1756769	TMA974141	21/06/2032
Canada	DEBENHAMS [word]	20, 21	26/11/2015	1756778	TMA973021	08/06/2032
Canada	DEBENHAMS [word]	25, 35	29/01/2007	1333067	751912	03/11/2024
Canada	DEBENHAMS [word]	14, 18, 24, 25, 35	30/10/2015	1752724	TMA973481	14/06/2032
Canada	MANTARAY [word]	18, 25	26/11/2015	1756774	TMA974149	21/06/2032
Canada	RED HERRING [words]	18, 25	27/11/2015	1756881	TMA973030	08/06/2032
China (IR)	BLUE ZOO [words]	25	28/03/2012	1000211	1000211	06/04/2029
China	DEBENHAMS [in Cantonese version 2] 德本漢姆	25	10/11/2011	10170178	10170178	13/01/2023

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China	DEBENHAMS [in Cantonese version 2] 德本漢姆	35	10/11/2011	10170177	10170177	13/01/2023
China	DEBENHAMS [in Cantonese] 德比漢姆	25	10/11/2010	10170182	10170182	13/01/2023
China	DEBENHAMS [in Cantonese] 德比漢姆	35	10/11/2011	10170181	10170181	13/01/2023
China	DEBENHAMS [in Mandarin version 2] 德本汉姆	25	10/11/2011	10170180	10170180	13/01/2023
China	DEBENHAMS [in Mandarin version 2] 德本汉姆	35	10/11/2011	10170179	10170179	13/01/2023
China	DEBENHAMS [in Mandarin] 德比汉姆	25	10/11/2011	10170184	10170184	13/01/2023
China	DEBENHAMS [in Mandarin] 德比汉姆	35	10/11/2011	10170183	10170183	13/01/2023
China	DEBENHAMS [word]	03	07/11/2001	3013070	3013070	20/09/2023
China	DEBENHAMS [word]	08	07/11/2001	3013080	3013080	13/04/2023
China	DEBENHAMS [word]	09	07/11/2001	3013081	3013081	20/02/2023
China	DEBENHAMS [word]	11	07/11/2001	3013082	3013082	13/04/2023
China	DEBENHAMS [word]	14	07/11/2001	3013083	3013083	06/02/2023
China	DEBENHAMS [word]	18	07/11/2001	3013084	3013084	27/07/2023
China	DEBENHAMS [word]	18	10/11/2011	10170176	10170176	13/01/2023
China	DEBENHAMS [word]	20	07/11/2001	3013085	3013085	20/06/2020
China	DEBENHAMS [word]	21	07/11/2001	3013086	3013086	20/05/2023


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China	DEBENHAMS [word]	24	07/11/2001	3013087	3013087	13/07/2020
China	DEBENHAMS [word]	24	23/03/2012	10665255	10665255	13/07/2023
China	DEBENHAMS [word]	25	20/01/2001	1746850	1746850	14/04/2022
China	DEBENHAMS [word]	25	10/11/2011	10170175	10170175	13/01/2023
China	DEBENHAMS [word]	26	07/11/2001	3013088	3013088	27/03/2023
China	DEBENHAMS [word]	28	07/11/2001	3013089	3013089	20/03/2023
China (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
China	DEBENHAMS [word]	35	10/11/2011	10170174	10170174	13/01/2023
China (IR)	DEBENHAMS [word]	03, 08, 09, 11, 14, 21, 26, 28	24/01/2013	1173846	1173846	24/01/2023
China (IR)	MANTARAY [word]	09, 18, 25	28/03/2012	915143	915143	09/01/2027
China	RED HERRING [words]	25	07/11/2001	3013078	3013078	27/01/2023
China (IR)	RED HERRING [words]	18, 25	01/09/2006	905776	905776	01/09/2026
Croatia (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027
Croatia (IR)		25	12/02/2007	916843	916843	12/02/2027
Croatia (IR)	RED HERRING [words]	25	30/01/2007	905776	905776	01/09/2026
Cuba (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Cyprus	DEBENHAMS [word]	28	30/12/2003	69483	69483	29/12/2024
Cyprus	MAINE [word]	25	30/12/2003	69499	69499	29/12/2024
Czech Republic	MAINE [word]	18, 25	07/02/2002	176476	248766	07/02/2022
Denmark	DEBENHAMS [word]	03, 08, 09, 11, 20, 21, 24, 26, 28			3707/01	05/09/2021
Denmark	MAINE [word]	25	23/07/2003	VA 2003 02720	VR 2003 03269	28/09/2023
Egypt	BLUE ZOO [words]	25	14/04/2009	230141	Pending	Pending
Egypt	DEBENHAMS [word]	09	27/10/1996	103513	103513	26/10/2026
Egypt	DEBENHAMS [word]	14	27/10/1996	103515	103515	26/10/2026


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Egypt	DEBENHAMS [word]	18	27/10/1996	103516	103516	26/10/2026
Egypt	DEBENHAMS [word]	21	27/10/1996	103518	103518	26/10/2026
Egypt	DEBENHAMS [word]	24	27/10/1996	103519	103519	26/10/2026
Egypt	DEBENHAMS [word]	25	27/10/1996	103520	103520	26/10/2026
Egypt	DEBENHAMS [word]	35	14/03/2007	197816	197816	13/03/2027
Egypt	MAIN/MAINE [words]	25	27/10/1996	103529	103529	26/10/2026
Egypt		25	18/03/2007	197924	197924	17/03/2027
Egypt (IR)	MANTARAY [word]	25	02/06/2010	915143	915143	09/01/2027
Egypt	RED HERRING [words]	18	04/12/2006	194496	194496	03/12/2026
Egypt	RED HERRING [words]	25	04/12/2006	194497	194497	03/12/2026
European Union* (IR)	BLUE ZOO [words]	25	06/04/2009	1000211	1000211	06/04/2029
European Union* (IR)	BLUE ZOO [words]	14, 18, 24	10/12/2015	1291168	1291168	10/12/2025
European Union*	DEBENHAMS [word]	14, 18, 25	01/04/1996	66720	66720	01/04/2026
European Union*	DEBENHAMS [word]	38, 42	27/03/2002	2632321	2632321	27/03/2022
European Union* (IR)	DEBENHAMS [word]	24, 25, 35	12/02/2007	921431	921431	12/02/2027
European Union*	DEBENHAMS [word]	02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 15, 16, 20, 21, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 39, 41, 43	16/12/2013	12431731	12431731	16/12/2023
European Union*	MAINE [word]	14, 18, 24	20/03/2002	2623866	2623866	20/03/2022
European Union*		18, 24, 25	29/06/2005	4514626	4514626	29/06/2025
European Union* (IR)	MANTARAY [word]	09, 18, 25	09/01/2007	915143	915143	09/01/2027
European Union* (IR)	RED HERRING [words]	18, 25	01/09/2006	905776	905776	01/09/2026



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Georgia (IR)	BLUE ZOO [words]	25	03/08/2011	1000211	1000211	06/04/2029
Georgia (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027
Georgia (IR)		25	06/02/2012	916843	916843	12/02/2027
Georgia (IR)	MANTARAY [word]	25	09/01/2007	915143	915143	09/01/2027
Georgia (IR)	RED HERRING [words]	25	03/08/2011	905776	905776	01/09/2026
Ghana (IR)	DEBENHAMS [word]	25, 35	29/02/2016	1172901	1172901	25/01/2023
Gibraltar	DEBENHAMS [word]	03, 08, 09, 11, 12, 14, 16, 18, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 39, 42	02/04/2007	9696	10616	29/01/2027
Greece	DEBENHAMS [word]	03, 07, 08, 09, 11, 20, 21, 24, 26, 28			146710	10/06/2021
Greece	MAINE [word]	25			146707	10/06/2021
Guernsey	DEBENHAMS [word]	25, 35	11/05/2010	GGGT7229	GGGT7229	11/05/2020
Hong Kong	DEBENHAMS [word]	35	30/01/2007	300806463	300806463	29/01/2027
Hong Kong	DEBENHAMS [word]	18, 25, 35	09/12/2013	302829916	302829916	08/12/2023
Hungary	MAINE [word]	25			166136	31/05/2020
Iceland (IR)	BLUE ZOO [words]	25	06/04/2009	1000211	1000211	06/04/2029
Iceland (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027
Iceland (IR)	MANTARAY [word]	18, 25	20/10/2008	915143	915143	09/01/2027
Iceland (IR)	RED HERRING [words]	18, 25	01/09/2006	905776	905776	01/09/2026
India	DEBENHAMS [word]	25	17/01/2001	984285	984285	17/01/2021
India	DEBENHAMS [word]	35	31/01/2007	1526163	1526163	31/01/2027
India	DEBENHAMS [word]	03, 08, 09, 14, 18, 20, 21, 24, 26, 28	28/10/2004	1317719	1317719	28/10/2024
India	MAINE [word]	25	10/06/2010	1978096	1978096	10/06/2020
India	MANTARAY [word]	18, 25	17/10/2008	1745005	1745005	17/10/2028


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India	RED HERRING [words]	18, 25	23/11/2006	1506923	1506923	23/11/2026
Indonesia	DEBENHAMS [word]	03			IDM000100239	24/07/2027
Indonesia	DEBENHAMS [word]	09			IDM000100236	24/07/2027
Indonesia	DEBENHAMS [word]	14			IDM000100237	24/07/2027
Indonesia	DEBENHAMS [word]	18			IDM000100238	24/07/2027
Indonesia	DEBENHAMS [word]	21			IDM000100234	24/07/2027
Indonesia	DEBENHAMS [word]	24			IDM000100235	24/07/2027
Indonesia	DEBENHAMS [word]	25			IDM000077298	31/10/2025
Indonesia	DEBENHAMS [word]	28			IDM000100240	24/07/2027
Indonesia	DEBENHAMS [word]	35	05/02/2007	J00-2007-003373	IDM000174189	05/02/2027
Indonesia	RED HERRING [words]	18	24/11/2006	D00-2006-038255	IDM000168320	24/11/2026
Indonesia	RED HERRING [words]	25	24/11/2006	D00-2006-038256	IDM000168321	24/11/2026
Iran (IR)	BLUE ZOO [words]	25	06/04/2009	1000211	1000211	06/04/2029
Iran	DEBENHAMS [word in Arabic]	35	07/09/2008	87061560	170805	07/09/2028
Iran (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027
Iran	DEBENHAMS [word]	03, 05, 21, 39	27/12/2008	87100675	171325	27/12/2028
Iran (IR)		25	12/02/2007	916843	916843	12/02/2027
Iran (IR)	MANTARAY [word]	18, 25	20/10/2008	915143	915143	09/01/2027
Iran (IR)	RED HERRING [words]	25	30/01/2007	905776	905776	01/09/2026
Ireland	DEBENHAMS [word]	03, 08, 09, 21, 24, 28			167009	05/12/2021
Ireland (IR)		02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 18, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 39, 41, 43, 44	06/08/2018	1437126	Pending	Pending
Israel	DEBENHAMS [word]	35	06/10/2008	215510	215510	06/10/2028



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Japan	DEBENHAMS [word]	24			4509754	28/09/2021
Japan (IR)	DEBENHAMS [word]	35	08/08/2008	921431	921431	12/02/2027
Japan	MAINE [word]	25			4559691	12/04/2022
Jordan	BLUE ZOO [words]	25	06/04/2009	106127	106127	03/11/2028
Jordan	DEBENHAMS [word]	08			43394	16/10/2023
Jordan	DEBENHAMS [word]	09			43662	08/10/2023
Jordan	DEBENHAMS [word]	11			43398	16/10/2023
Jordan	DEBENHAMS [word]	14			43390	15/10/2023
Jordan	DEBENHAMS [word]	18			43391	15/10/2023
Jordan	DEBENHAMS [word]	20			43395	16/10/2023
Jordan	DEBENHAMS [word]	21			43397	16/10/2023
Jordan	DEBENHAMS [word]	24			43392	15/10/2023
Jordan	DEBENHAMS [word]	25			43399	15/10/2023
Jordan	DEBENHAMS [word]	26			43396	16/10/2023
Jordan	DEBENHAMS [word]	35	21/10/2008	102913	102913	21/10/2028
Jordan	MAIN/MAINE [word]	18			43663	08/10/2023
Jordan	MAIN/MAINE [word]	25			43668	08/10/2023
Jordan	MANTARAY [word]	18	21/10/2008	102911	102911	21/10/2028
Jordan	MANTARAY [word]	25	21/10/2008	102912	102912	21/10/2028
Jordan	RED HERRING [words]	25	03/06/2010	113715	113715	03/06/2020
Kazakhstan	BLUE ZOO [words]	25	02/06/2010	50792	36420	02/06/2020
Kazakhstan	DEBENHAMS [word]	25	12/11/2010	52545	37772	12/11/2020
Kazakhstan	MANTARAY [word]	25	02/06/2010	50789	36095	02/06/2020
Kazakhstan	RED HERRING [words]	25	02/06/2010	50787	36417	02/06/2020
Kenya (IR)	DEBENHAMS [word]	25, 35	24/02/2016	1172901	1172901	25/01/2023
Kuwait	BLUE ZOO [words]	25	04/05/2009	103041	88896	03/05/2029
Kuwait	DEBENHAMS [word in Arabic]	18			47090	18/11/2022
Kuwait	DEBENHAMS [word in Arabic]	25			48029	18/11/2022


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Kuwait	DEBENHAMS [word]	08			32377	06/04/2027
Kuwait	DEBENHAMS [word]	09			32483	06/04/2027
Kuwait	DEBENHAMS [word]	09			32475	06/04/2027
Kuwait	DEBENHAMS [word]	11			32380	06/04/2027
Kuwait	DEBENHAMS [word]	11			32374	06/04/2027
Kuwait	DEBENHAMS [word]	14			32378	06/04/2027
Kuwait	DEBENHAMS [word]	18			32387	06/04/2027
Kuwait	DEBENHAMS [word]	20			32376	06/04/2027
Kuwait	DEBENHAMS [word]	21			32371	06/04/2027
Kuwait	DEBENHAMS [word]	24			32373	06/04/2027
Kuwait	DEBENHAMS [word]	25			31913	06/04/2027
Kuwait	DEBENHAMS [word]	26			32375	06/04/2027
Kuwait	DEBENHAMS [word]	35	23/09/2007	88686	74775	22/09/2027
Kuwait	MAIN/MAINE [word]	18			32486	06/04/2027
Kuwait	MAIN/MAINE [word]	25			31920	06/04/2027
Kuwait		25	13/05/2007	85679	74254	12/05/2027
Kuwait	MANTARAY [word]	18	28/10/2008	98794	88808	28/10/2028
Kuwait	MANTARAY [word]	25	28/10/2008	98795	79374	28/10/2028
Kuwait	RED HERRING [words]	18	16/12/2006	81718	68765	15/12/2026
Kuwait	RED HERRING [words]	25	16/12/2006	81719	68766	15/12/2026
Kyrgyzstan (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Libya	DEBENHAMS [word]	35	28/05/2008	14987	Pending	Pending
Macau	DEBENHAMS [word]	35	22/07/2008	N/37519	N/037519	29/12/2022
Macedonia (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Malaysia	BLUE ZOO [words]	25	08/04/2009	2009/05720	9005720	03/11/2028


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Malaysia	DEBENHAMS [word]	3			97008906	01/07/2024
Malaysia	DEBENHAMS [word]	8	30/01/1997	97001299	97001299	30/01/2024
Malaysia	DEBENHAMS [word]	9	30/01/1997	97-01297	97001297	30/01/2024
Malaysia	DEBENHAMS [word]	11			97001292	30/01/2024
Malaysia	DEBENHAMS [word]	14			97001291	30/01/2024
Malaysia	DEBENHAMS [word]	18	30/01/1997	97-01284	97001284	30/01/2024
Malaysia	DEBENHAMS [word]	20			97001295	30/01/2024
Malaysia	DEBENHAMS [word]	21	30/01/1997	97-01296	97001296	30/01/2024
Malaysia	DEBENHAMS [word]	24	30/01/1997	97-01293	97001293	30/01/2024
Malaysia	DEBENHAMS [word]	25	11/10/1996	96-12450	96012450	11/10/2023
Malaysia	DEBENHAMS [word]	26	30/01/1997	97-01289	97001289	30/01/2024
Malaysia	DEBENHAMS [word]	28			97008907	01/07/2024
Malaysia	DEBENHAMS [word]	35	08/08/2008	2008/15781	8015781	08/08/2028
Malaysia	MAINE [word]	18	30/01/1997	97-01294	97001294	30/01/2024
Malaysia	MAINE [word]	25	30/01/1997	97-01287	97001287	30/01/2024
Malaysia		25	09/02/2007	2007/02502	7002502	09/02/2027
Malaysia	MANTARAY [word]	18	23/10/2008	2008/21158	8021158	23/10/2028
Malaysia	MANTARAY [word]	25	23/10/2008	2008/21159	8021159	23/10/2028
Malaysia	RED HERRING [words]	25			15733	07/11/2020
Malta	DEBENHAMS [word]	08			27164	03/06/2021
Moldova (IR)	BLUE ZOO [words]	25	06/04/2009	1000211	1000211	06/04/2029
Moldova (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Moldova (IR)	MAINE [word]	25	02/06/2010	899187	899187	01/09/2026
Moldova (IR)	MANTARAY [word]	18, 25	20/10/2008	915143	915143	09/01/2027
Moldova (IR)	RED HERRING [words]	25	02/05/2010	905776	905776	01/09/2026



COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Monaco (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Montenegro (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027
Montenegro (IR)		25	12/02/2007	916843	916843	12/02/2027
Montenegro (IR)	RED HERRING [words]	25	30/01/2007	905776	905776	01/09/2026
Morocco	DEBENHAMS [word]	08, 09, 11, 14, 18, 20, 21, 24, 25, 26			61046	30/07/2026
Morocco (IR)	DEBENHAMS [word]	24, 25, 35	12/02/2007	921431	921431	12/02/2027
New Zealand (IR)	BLUE ZOO [words]	25	27/01/2015	1000211	1000211	06/04/2029
New Zealand (IR)	DEBENHAMS [word]	25	27/01/2015	921431	921431	12/02/2027
New Zealand	DEBENHAMS [word]	35	30/01/2007	762733	762733	30/01/2027
New Zealand (IR)	DEBENHAMS [word]	20, 21, 24	26/11/2015	1283120	1283120	26/11/2025
New Zealand (IR)		25	27/01/2015	916843	916843	12/02/2027
New Zealand (IR)	MANTARAY [word]	18, 25	27/02/2015	915143	915143	09/01/2027
New Zealand (IR)	RED HERRING [words]	18, 25	17/01/2015	905776	905776	01/09/2026
Norway	DEBENHAMS [word]	03, 09, 14, 18, 21, 28			189506	23/04/2028
Norway (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Norway	RED HERRING [words]	25			203298	15/06/2020
Norway (IR)	RED HERRING [words]	18, 25	01/09/2006	905776	905776	01/09/2026
Oman (IR)	BLUE ZOO [words]	25	06/04/2009	1000211	1000211	06/04/2029
Oman	DEBENHAMS [word]	09	20/11/1996	14735	14735	19/11/2026
Oman	DEBENHAMS [word]	14	20/11/1996	14729	14729	19/11/2026
Oman	DEBENHAMS [word]	18	20/11/1996	14726	14726	19/11/2026
Oman	DEBENHAMS [word]	21	20/11/1996	14727	14727	19/11/2026



COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Oman	DEBENHAMS [word]	24	20/11/1996	14731	14731	19/11/2026
Oman	DEBENHAMS [word]	25	20/11/1996	14728	14728	19/11/2026
Oman	DEBENHAMS [word]	25	20/11/1996	14710	14710	19/11/2026
Oman (IR)	DEBENHAMS [word]	35	31/10/2007	921431	921431	12/02/2027
Oman	MAIN/MAINE [words]	25	20/11/1996	14718	14718	20/11/2026
Oman	RED HERRING [words]	18	03/12/2006	42633	42633	03/12/2026
Oman	RED HERRING [words]	25	03/12/2006	42634	42634	03/12/2026
Pakistan	BLUE ZOO [words]	25	06/04/2009	264229	264229	06/04/2029
Pakistan	DEBENHAMS [word]	25	25/06/2008	252486	252486	25/06/2028
Pakistan	DEBENHAMS [word]	35	20/06/2008	252286	252286	20/06/2028
Pakistan	MAINE [word]	25	25/06/2008	252484	252484	25/06/2028
Pakistan	MANTARAY [word]	25	25/06/2008	252482	252482	25/06/2028
Pakistan	RED HERRING [words]	25	25/06/2008	252485	252485	25/06/2028
Philippines	BLUE ZOO [words]	25	07/04/2009	4-2009-500177	4-2009-500177	01/11/2029
Philippines	DEBENHAMS [word]	03, 09, 14, 18, 21, 24, 25, 28, 35	23/06/2005	04-2005-005809	4-2005-005809	19/03/2027
Philippines	MAINE [word]	25	23/06/2005	04-2005-005808	4-2005-005808	22/09/2028
Philippines		25	30/01/2007	4-2007-500090	4-2007-500090	28/07/2028
Philippines	MANTARAY [word]	18, 25	19/09/2011	4-2011-501405	4-2011-501405	26/04/2022
Philippines	RED HERRING [words]	25	23/06/2005	04-2005-005810	4-2005-005810	23/04/2027
Qatar	BLUE ZOO [words]	25	07/04/2009	56689	56689	07/04/2029
Qatar	DEBENHAMS [word with Arabic equivalent]	09	28/11/1996	15976	15976	28/11/2026
Qatar	DEBENHAMS [word with Arabic equivalent]	14	30/11/1996	15982	15982	30/11/2026
Qatar	DEBENHAMS [word with Arabic equivalent]	18	30/11/1996	15983	15983	30/11/2026
Qatar	DEBENHAMS [word with Arabic equivalent]	21	28/11/1996	15975	15975	28/11/2026



COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Qatar	DEBENHAMS [word with Arabic equivalent]	24	28/11/1996	15977	15977	28/11/2026
Qatar	DEBENHAMS [word with Arabic equivalent]	25	28/11/1996	15980	15980	28/11/2026
Qatar	DEBENHAMS [word]	35	08/02/2007	43139	43139	08/02/2027
Qatar	DEBENHAMS IN ARABIC [word]	18	02/12/2002	28539	28539	02/12/2023
Qatar	DEBENHAMS IN ARABIC [word]	25	02/12/2002	28540	28540	02/12/2023
Qatar	MAIN/MAINE [word with Arabic equivalent]	25	28/11/1996	15967	15967	28/11/2026
Qatar		25	08/02/2007	43140	43140	08/02/2027
Qatar	MANTARAY [word]	18	27/10/2008	54424	54424	26/10/2028
Qatar	MANTARAY [word]	25	27/10/2008	54425	54425	26/10/2028
Qatar	RED HERRING [words]	18	03/12/2006	42276	42276	03/12/2026
Qatar	RED HERRING [words]	25	03/12/2006	42277	42277	03/12/2026
Romania	DEBENHAMS [word]	03, 08, 09, 11, 14, 18, 20, 21, 24, 26, 28	13/07/2004	M2004 06092	62480	13/07/2024
Romania (IR)	MAINE [word]	25	09/01/2007	899187	899187	01/09/2026
Russia (IR)	BLUE ZOO [words]	25	06/04/2009	1000211	1000211	06/04/2029
Russia	DEBENHAMS [word in cyrillic]	25	10/10/2006	2006729122	338725	10/10/2026
Russia	DEBENHAMS [word]	25			155250	13/05/2026
Russia (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Russia	DEBENHAMS [word]	03, 08, 09, 11, 14, 18, 20, 21, 24, 26, 28			279446	04/08/2023
Russia	DEBENHAMS IN CYRILLIC [word]	03, 08, 09, 11, 14, 18, 20, 21, 24, 26, 28, 35, 36, 39	03/12/2003	2003723864	293525	03/12/2023
Russia (IR)	MAINE [word]	25	01/09/2006	899187	899187	01/09/2026
Russia (IR)		25	12/02/2007	916843	916843	12/02/2027




COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Russia (IR)	MANTARAY [word]	09, 18, 25	09/01/2007	915143	915143	09/01/2027
Russia (IR)	RED HERRING [words]	25	01/09/2006	905776	905776	01/09/2026
Saudi Arabia	BLUE ZOO [words]	25	05/04/2009	142535	1151/94	15/08/2028
Saudi Arabia	DEBENHAMS [word in Arabic]	18			688/63	17/04/2022
Saudi Arabia	DEBENHAMS [word in Arabic]	25			687/23	17/04/2022
Saudi Arabia	DEBENHAMS [word]	08			141805546	05/04/2027
Saudi Arabia	DEBENHAMS [word]	09	06/09/1996	427/38	427/38	06/02/2026
Saudi Arabia	DEBENHAMS [word]	11			141805750	05/04/2027
Saudi Arabia	DEBENHAMS [word]	14			141805437	06/04/2027
Saudi Arabia	DEBENHAMS [word]	18			141805484	14/04/2027
Saudi Arabia	DEBENHAMS [word]	20			141805435	05/04/2027
Saudi Arabia	DEBENHAMS [word]	21			141805748	06/04/2027
Saudi Arabia	DEBENHAMS [word]	24			141805545	05/04/2027
Saudi Arabia	DEBENHAMS [word]	25			141805434	05/04/2027
Saudi Arabia	DEBENHAMS [word]	26			141805491	05/04/2027
Saudi Arabia	DEBENHAMS [word]	35	05/02/2007	113306	1024/20	17/06/2026
Saudi Arabia	MAINE [word]	18	06/09/1996	427/39	427/39	06/02/2026
Saudi Arabia	MAINE [word]	25	06/09/1996	427/40	427/40	06/02/2026
Saudi Arabia		25	05/02/2007	113308	955/42	07/06/2026
Saudi Arabia	MANTARAY [word]	18	22/10/2008	136503	142911446	05/03/2028
Saudi Arabia	MANTARAY [word]	25	22/10/2008	136504	142911445	05/03/2028
Saudi Arabia	RED HERRING [words]	18	25/11/2006	111399	941/79	25/03/2026
Saudi Arabia	RED HERRING [words]	25	25/11/2006	111400	941/80	25/03/2026
Serbia	DEBENHAMS [word]	03, 08, 09, 11, 14, 18, 20, 21, 24, 25, 26, 28			42752	22/09/2027
Serbia (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027

COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Serbia (IR)		25	12/02/2007	916843	916843	12/02/2027
Serbia (IR)	RED HERRING [words]	18, 25	30/01/2007	905776	905776	01/09/2026
Singapore	DEBENHAMS [word]	03			T97/06061Z	26/05/2027
Singapore	DEBENHAMS [word]	25	16/10/1996	11213/96	11213/96	16/10/2026
Singapore	DEBENHAMS [word]	25			T97/06205A	29/05/2027
Singapore (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
South Africa	DEBENHAMS [word]	03			97/14074	15/09/2027
South Africa	DEBENHAMS [word]	08			97/14075	15/09/2027
South Africa	DEBENHAMS [word]	09			97/14076	15/09/2027
South Africa	DEBENHAMS [word]	11			97/14077	15/09/2027
South Africa	DEBENHAMS [word]	14			97/14078	15/09/2027
South Africa	DEBENHAMS [word]	18			97/14079	15/09/2027
South Africa	DEBENHAMS [word]	20			97/14080	15/09/2027
South Africa	DEBENHAMS [word]	21			97/14081	15/09/2027
South Africa	DEBENHAMS [word]	24			97/14082	15/09/2027
South Africa	DEBENHAMS [word]	25			97/14083	15/09/2027
South Africa	DEBENHAMS [word]	26			97/14084	15/09/2027
South Africa	DEBENHAMS [word]	28			97/14085	15/09/2027
South Korea (IR)	BLUE ZOO [words]	25	02/06/2010	1000211	1000211	06/04/2029
South Korea (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027
South Korea (IR)	MANTARAY [word]	25	02/06/2010	915143	915143	09/01/2027
South Korea (IR)	RED HERRING [words]	25	02/05/2010	905776	905776	01/09/2026
Sri Lanka	DEBENHAMS [word]	25	24/02/2011	161043	161043	24/02/2021
Sri Lanka	DEBENHAMS [word]	35	24/02/2011	161045	161045	24/02/2021
Sweden	DEBENHAMS [word]	03, 08, 09, 11, 20, 21, 24, 26, 28			349196	12/10/2021

COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Switzerland (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Switzerland (IR)	DEBENHAMS [word]	25, 35	29/10/2015	1172901	1172901	25/01/2023
Syria (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Taiwan	DEBENHAMS [word]	11			994631	15/04/2022
Taiwan	DEBENHAMS [word]	35	05/02/2008	97005969	1356564	31/03/2029
Tunisia	DEBENHAMS [word]	25, 35	09/03/2011	TN/E/2011/00384	TN/E/2011/00384	09/03/2021
Tunisia	MAIN/MAINE [word]	18			EE961363	15/10/2021
Tunisia	MAIN/MAINE [word]	25			EE970344	24/02/2022
Turkey (IR)	BLUE ZOO [words]	25	06/04/2009	1000211	1000211	06/04/2029
Turkey		35	01/09/2006	2006/42223	2006 42223	01/09/2026
Turkey	DEBENHAMS [word]	25	24/10/1996	178034	178034	24/10/2026
Turkey	DEBENHAMS [word]	35			2000/14512	18/07/2020
Turkey	DEBENHAMS [word]	24, 25			97/019081	16/12/2027
Turkey (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027
Turkey	MAINE [word]	25			2000/12341	21/06/2020
Turkey (IR)		25	12/02/2007	916843	916843	12/02/2027
Turkey (IR)	MANTARAY [word]	18, 25	09/01/2007	915143	915143	09/01/2027
Turkey	RED HERRING [words]	25	21/06/2000	2000/12340	2000/12340	21/06/2020
Turkey (IR)	RED HERRING [words]	18, 25	01/09/2006	905776	905776	01/09/2026
Turkmenistan (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Ukraine (IR)	DEBENHAMS [word]	25, 35	12/02/2007	921431	921431	12/02/2027

COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
Ukraine (IR)		25	12/02/2007	916843	916843	12/02/2027
Ukraine (IR)	RED HERRING [words]	25	30/01/2007	905776	905776	01/09/2026
United Arab Emirates	BLUE ZOO [words]	25	07/04/2009	127921	133134	07/04/2029
United Arab Emirates	DEBENHAMS [word in Arabic]	18	12/11/2002	50327	41583	11/11/2022
United Arab Emirates	DEBENHAMS [word in Arabic]	25	12/11/2002	50328	81300	12/11/2022
United Arab Emirates	DEBENHAMS [word]	08	01/02/1997	20142	10826	01/02/2027
United Arab Emirates	DEBENHAMS [word]	09	01/02/1997	20143	10825	01/02/2027
United Arab Emirates	DEBENHAMS [word]	11	01/02/1997	20144	10824	01/02/2027
United Arab Emirates	DEBENHAMS [word]	14	01/02/1997	20145	10823	01/02/2027
United Arab Emirates	DEBENHAMS [word]	18	01/02/1997	20146	10817	01/02/2027
United Arab Emirates	DEBENHAMS [word]	20	01/02/1997	20147	10818	01/02/2027
United Arab Emirates	DEBENHAMS [word]	21	01/02/1997	20148	10822	01/02/2027
United Arab Emirates	DEBENHAMS [word]	24	01/02/1997	20149	10821	01/02/2027
United Arab Emirates	DEBENHAMS [word]	25	01/02/1997	20150	10820	01/02/2027
United Arab Emirates	DEBENHAMS [word]	26	01/02/1997	20151	10819	01/02/2027
United Arab Emirates	DEBENHAMS [word]	35	14/03/2007	91834	130727	14/03/2027
United Arab Emirates	MAINE [word]	25		20153	13093	01/02/2027
United Arab Emirates		25	26/03/2007	92262	100008	25/03/2027
United Arab Emirates	MANTARAY [word]	18	27/10/2008	121353	105422	27/10/2028
United Arab Emirates	MANTARAY [word]	25	27/10/2008	121354	121354	27/10/2028
United Arab Emirates	RED HERRING [words]	18	05/12/2006	88187	85366	05/12/2026
United Arab Emirates	RED HERRING [words]	25	05/12/2006	88188	85367	05/12/2026

COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
United Kingdom	BLUE ZOO BLUEZOO [words - series of two]	09, 14, 18, 26	05/11/2009	2530911	2530911	05/11/2021
United Kingdom	BLUE ZOO [words]	24	05/12/2013	3033537	3033537	05/12/2023
United Kingdom	BlueZoo / Blue Zoo / BLUE ZOO / blue zoo [words - series of 4]	25	03/11/2008	2501559	2501559	03/11/2028
United Kingdom	Debenhams	14, 18, 24, 35, 44	25/07/2018	3327225	3327225	25/07/2028
United Kingdom	Debenhams	02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 15, 16, 20, 21, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 39, 41, 43	24/07/2018	3326844	3326844	24/07/2028
United Kingdom	DEBENHAMS [word]	07	20/01/2009	2506766	2506766	20/01/2029
United Kingdom	DEBENHAMS [word]	36	06/02/2013	2651083	2651083	06/02/2023
United Kingdom	DEBENHAMS [word]	36	15/05/2012	2621074	2621074	15/05/2022
United Kingdom	DEBENHAMS [word]	03, 08, 09, 11, 12, 14, 16, 18, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 39, 42	29/01/2007	2445086	2445086	29/01/2027
United Kingdom	MAINE [word]	24, 25	15/03/2001	2264504	2264504	15/03/2021
United Kingdom		25	22/01/2009	2507007	2507007	22/01/2029
United Kingdom	MANTARAY 	25	22/01/2009	2507006	2507006	22/01/2029
United Kingdom	MANTARAY [word]	14	02/09/2008	2496592	2496592	02/09/2028
United Kingdom	MANTARAY [word]	09, 18, 25	11/02/2002	2292408	2292408	11/02/2022

COUNTRY	MARK	CLASSES	APP. DATE	APP. NO.	REG. NO.	RENEWAL DATE
United Kingdom		25	30/05/2013	3007874	3007874	30/05/2023
United Kingdom	RED HERRING [words]	03, 07, 09, 14, 18, 20, 21, 24, 25, 26	02/02/1999	2187929	2187929	02/02/2029
United States (IR)	BLUE ZOO [words]	24, 25	30/11/2015	1281765	1281765	30/11/2025
United States (IR)	DEBENHAMS [word]	25, 35	25/01/2013	1172901	1172901	25/01/2023
United States (IR)	DEBENHAMS [word]	20, 21, 24	26/11/2015	1283120	1283120	26/11/2025
United States (IR)		25	08/07/2011	916843	916843	12/02/2027
United States (IR)	MANTARAY [word]	25	09/01/2007	915143	915143	09/01/2027
United States (IR)	RED HERRING [words]	25	15/06/2011	905776	905776	01/09/2026
Uzbekistan (IR)	DEBENHAMS [word]	35	12/02/2007	921431	921431	12/02/2027
Vietnam (IR)	BLUE ZOO [words]	25	20/11/2009	1000211	1000211	06/04/2029
Vietnam (IR)	DEBENHAMS [word]	25	12/02/2007	921431	921431	12/02/2027
Vietnam (IR)	MAINE [word]	25	20/11/2009	899187	899187	01/09/2026
Vietnam (IR)		25	12/02/2007	916843	916843	12/02/2027
Vietnam (IR)	MANTARAY [word]	09, 18, 25	20/11/2009	915143	915143	09/01/2027
Vietnam (IR)	RED HERRING [words]	25	30/01/2007	905776	905776	01/09/2026

* **European Union** - Austria, Benelux, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Romania, the Slovak Republic, Slovenia, Spain, Sweden, United Kingdom

SCHEDULE 3
FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: [Security Agent] (as Security Agent)

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of the account maintained by us with you (Account no. [] sort code []) (the **Restricted Account**), any amount standing to the credit of that account and the debt represented by that account.

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Restricted Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to the Restricted Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of the Restricted Account to the order of the Security Agent; and
- (d) pay or release any sum standing to the credit of the Restricted Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from the Restricted Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [ADDRESS] with a copy to us.

Yours faithfully

.....
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to its account with us (Account no. [], sort code []) (the **Restricted Account**), any amount standing to the credit of that account and the debt represented by that account.

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Restricted Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Restricted Account; and
- (d) will not permit any amount to be withdrawn from the Restricted Account without your prior written consent.

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

Yours faithfully

.....
(Authorised signatory)

[Account Bank]

[By countersigning this letter the Security Agent agrees to the Account Bank paying all accrued interest on each Restricted Account to the Chargor in accordance with its normal business terms.

Yours faithfully

.....
(Authorised signatory)

[Security Agent] (as Security Agent)]¹

¹ Only include if this has been agreed.

SCHEDULE 4
FORMS OF LETTER FOR RELEVANT CONTRACTS
PART 1
NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: [Security Agent] (as Security Agent)

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the Security Agent) all our rights in respect of [insert details of Contract] (the Contract).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to make payments and send communications under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments shall be made and all communications shall be sent, to the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract without the prior consent of the Security Agent.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

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

Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Security Agent at [ADDRESS], with a copy to us.

Yours faithfully

.....
(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

We confirm receipt from [] (the Chargor) of a notice dated [] of a charge on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the Contract).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) will make payments and send communications under the Contract as directed in that notice.

[We confirm that no amount payable by us under the Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.]

[We [also] confirm that we have not received notice of the interest of any third party in the Contract.]

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

Yours faithfully

.....
(Authorised signatory)

[Contract counterparty]

SCHEDULE 5

FORMS OF LETTER FOR MATERIAL PROHIBITED CONTRACTS

PART 1

CONSENT REQUEST

To: [Counterparty]

Copy: [Security Agent] (as Security Agent)

Dated:

Security Agreement dated [] between
[] and [] (the Security Agreement)

We refer to [insert details of Contract] (the **Contract**). We acknowledge that the Contract contains a prohibition or other restriction on us from securing our rights in respect of the Contract (the **Security Restriction**).

We are writing to you to ask your consent to waive the Security Restriction and to give consent for us to charge all our rights in respect of the Contract (by way of a first fixed charge) in favour of the Security Agent (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) (the **Request**).

We confirm that, whether or not you accept the Request:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

Whether or not you accept the Request, we will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to make payments and send communications under the Contract to us, and, to the extent that you accept the Request unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments shall be made and all communications shall be sent, to the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract without the prior consent of the Security Agent.

If you accept the Request, we irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

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

Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Security Agent at [ADDRESS], with a copy to us.

Yours faithfully

.....
(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

Dated:

Security Agreement dated [] between
[] and [] (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] (the **Notice**) of a charge on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**).

We confirm that we:

- (c) agree to the Request set out in the Notice;
- (d) accept the instructions contained in the notice and agree to comply with the notice; and
- (e) will make payments and send communications under the Contract as directed in that notice.

We confirm that no amount payable by us under the Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.

We also confirm that we have not received notice of the interest of any third party in the Contract.

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

Yours faithfully

.....
(Authorised signatory)

[Contract counterparty]

SIGNATORIES

Chargors

EXECUTED as a **DEED** by)
DEBENHAMS RETAIL LIMITED)
acting by)

Director  Michael Hazell

In the presence of:

Witness's signature: 

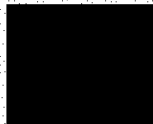
Name: MAGDALEN CHRISTIE

Address:

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

EXECUTED as a **DEED** by)
CELINE GROUP HOLDINGS)
LIMITED)
acting by)

Director



Michael Hazell

In the presence of:

Witness's signature: ... 

Name: MAGDALEN CHRISTIE

Address:

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

EXECUTED as a DEED by
DEBENHAMS PROPERTIES LIMITED
acting by

)
)
)

Director



Michael Hazell

In the presence of:

Witness's signature: ...



Name: MAGDALEN CHRISTIE

Address:

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

Security Agent

GLAS TRUST CORPORATION LIMITED

By:



Emma Batchelor
Transaction Manager