



**Registration of a Charge**

Company name: **HOUSE OF FRASER LIMITED**

Company number: **SC021928**



X7B343SA

Received for Electronic Filing: **27/07/2018**

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**Details of Charge**

Date of creation: **27/07/2018**

Charge code: **SC02 1928 0034**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **LEASEHOLD PROPERTY, INCLUDING BUT NOT LIMITED TO, ON 60A-64 NORTH STREET AND 105/113 HIGH ST, GUILDFORD (TITLE NUMBER SY691021) AND ON 140/142 BRIGGATE, LEEDS (TITLE NUMBER WYK653573). FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **CLIFFORD CHANCE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 21928

Charge code: SC02 1928 0034

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th July 2018 and created by HOUSE OF FRASER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2018 .

Given at Companies House, Edinburgh on 30th July 2018

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



**Companies House**



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

THE COMPANIES LISTED IN SCHEDULE 1  
AS INITIAL CHARGING COMPANIES

AND

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED  
(AS SECURITY AGENT)

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DEBENTURE

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THIS DEED is made on 27 July 2018

**BETWEEN:**

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for itself and the other Secured Parties (as defined below) (the "**Security Agent**").

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 Definitions**

In this Debenture:

"**Account Notice**" means a notice substantially in the forms set out in Part III of Schedule 8 (*Forms of Notices*).

"**Agreed Security Principles**" means the principles set out in Schedule 12 (*Agreed Security Principles*) to the Facilities Agreement.

"**Assigned Agreements**" means:

- (a) the Material Contracts;
- (b) each Proceeds Loan Agreement; and
- (c) any other agreement designated as an Assigned Agreement by any of the Chargors and the Security Agent.

"**Bath Leases**" means the leases specified in Schedule 10 (*Bath Leases*).

"**Blocked Accounts**" means any account which the relevant Chargor specifies to be a Blocked Account in PART II of Schedule 6 (*Bank Accounts*) or in any relevant Security Accession Deed or which the relevant Chargor and the Security Agent agree will be designated as a Blocked Account.

"**Category 3 Charging Date**" means, with respect to any Category 3 Leasehold Property, the earlier of:

- (a) the date on which the relevant Chargor agrees with a landlord that a lease in respect of such Category 3 Leasehold Property shall be maintained (or a replacement lease granted) for any period expiring after 30 July 2019;
- (b) 30 January 2019, provided that by such date: (i) the leases in relation to such Category 3 Leasehold Property have not expired or terminated and (ii) no Short Term Extension has been implemented; and

- (c) if a Short Term Extension has been implemented, the date on which there is no Short Term Extension continuing, unless the lease in respect of such Category 3 Leasehold Property has expired or terminated.

**"Category 3 Leasehold Property"** means the leasehold property identified as Category 3 with a tick in Schedule 2 (*Properties*).

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Agent which from time to time are the subject of any Security created or expressed to be created in favour of the Security Agent by this Debenture.

**"Counterparty Notice"** means a notice substantially in the form set out in Part I of Schedule 8 (*Forms of Notices*).

**"Default Rate"** means the rate at which interest is payable under Clause 12.3 (*Default Interest*) of the Facilities Agreement.

**"Equipment"** means all plant, machinery, computers, office and other equipment, furnishings and vehicles and other chattels, together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, including but not limited to any assets specified in Schedule 6 (*Equipment*) or as specified in any relevant Security Accession Deed.

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

**"Existing Security"** means:

- (a) the English law governed debenture dated 11 August 2015 between the Security Agent and certain companies listed therein as supplemented by a supplemental mortgage dated 22 March 2016 between the Security Agent and certain companies listed therein;
- (b) the Scots law bond and floating charge dated 5 August 2015 granted by House of Fraser Limited in favour of the Security Agent;
- (c) the Scots law bond and floating charge dated 5 August 2015 granted by House of Fraser (Stores) Limited in favour of the Security Agent;
- (d) the Scots law share pledge dated 4 June 2018 granted by House of Fraser (UK & Ireland) Acquisitions Limited in favour of the Security Agent in respect of shares in House of Fraser (Stores) Limited;
- (e) the Scots law share pledge dated 5 August 2015 granted by House of Fraser (UK & Ireland) Acquisitions Limited in favour of the Security Agent in respect of shares in House of Fraser Limited;
- (f) Scots law standard security dated 5 August 2015 in relation to the tenant's interest in the lease of the retail unit at Loch Lomond Shores, Ben Lomond Way, Balloch granted by House of Fraser (Stores) Limited in favour of the Security Agent; and



- (g) Scots law standard security dated 5 August 2015 in relation to the tenant's interest in the lease of 146 Princes Street, 1, 3 and 11 Hope Street, Edinburgh granted by House of Fraser (Stores) Limited in favour of the Security Agent.

**"Facilities Agreement"** means the facilities agreement dated 29 July 2015 (as amended and/or amended and restated from time to time) and made between, among others, House of Fraser (UK & Ireland) Limited as Parent, certain entities listed as Original Borrowers, House of Fraser (UK & Ireland) Limited and certain other entities as Original Guarantors, HSBC Bank plc as Arranger, the Agent, the Security Agent and the financial institutions named therein as Original Lenders (in each case as defined therein).

**"Hedging Agreement"** has the meaning given to that term in the Facilities Agreement.

**"Insurance Notice"** means a notice substantially in the form set out in Part II of Schedule 8 (*Forms of Notices*).

**"Insurance Policies"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 7 (*Insurance Policies*) or as specified in any relevant Security Accession Deed, but excluding any third party liability or public liability insurance and any directors and officers insurance.

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business and trade names, copyrights, database rights, design rights, domain names, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 4 (*Intellectual Property*) or as specified in any relevant Security Accession Deed.

**"Intercreditor Agreement"** has the meaning given to that term in the Facilities Agreement.

**"Interest Period"** has the meaning given to that term in the Facilities Agreement.

**"Investment"** means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same (but not including shares in a Subsidiary which is not a Guarantor)) whether owned directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 3 (*Shares and Investments*) or as specified in any relevant Security Accession Deed.

**"Material Adverse Effect"** has the meaning given to that term in the Facilities Agreement.

**"Material Contracts"** means each of the agreements specified in PART II of Schedule 7, any contract specified as a Material Contract in any Security Accession Deed or as otherwise designated as a Material Contract by the Chargor and the Security Agent.

**"Operating Accounts"** means the accounts of the Chargors set out in Part I of Schedule 6 (*Bank Accounts*) and/or such other accounts as the relevant Chargor may have from time to time and includes any replacement, substitute or additional account from time to time.

**"Other Debts"** means all debts and monetary claims which have been or will be credited to any Blocked Account.

**"Parties"** means each of the parties to this Debenture from time to time.

**"Proceeds Loan Agreement"** means (a) [the intra-group funding loan agreement between House of Fraser (Funding) PLC and the Company dated on or about 11 August 2015 and (b) any other intra-group loan agreement under which the proceeds of any Super Senior Secured Notes, Senior Secured Notes or Pari Passu Debt are on-lent by the relevant Issuer.

**"Property"** means all freehold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested and shall include:

- (a) the proceeds of sale of all or any part of such property;
- (b) all rights, benefits, privileges, warranties, covenants, undertakings, easements, servitudes, appurtenances and licences relating to such property;
- (c) all money received by or payable to a Chargor in respect of such property; and
- (d) all buildings, fixtures and fittings from time to time on such property,

including, but not limited to the property, if any, specified in Schedule 2 (*Properties*) or as specified in any relevant Security Accession Deed, but for these purposes "property" excludes heritable property situated in Scotland.

**"Quasi-Security"** means a transaction in which a Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Facilities Agreement) or of financing the acquisition of an asset.

**"Receiver"** means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver or, where permitted by law, an administrative receiver in each case appointed under this Debenture and that term will include any appointee made under a joint or several appointment.

**"Related Rights"** means:

- (a) in respect of Shares and Investments, all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment in each case which is Charged Property and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise); and
- (b) in relation to any other asset:
  - (i) the proceeds of sale or rental of any part of that asset;
  - (ii) all rights under any contract, licence, agreement for sale or agreement for lease in respect of that asset;
  - (iii) all rights, powers, benefits, claims, causes of action, contracts, privileges, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
  - (iv) any monies and proceeds paid or payable in respect of that asset.

**"Scottish Assets"** means any assets which as a matter of Scots law are, or are deemed to be, located in Scotland or governed by Scots law.

**"Scottish Floating Charges"** means:

- (a) the Scottish law floating charge granted by House of Fraser (Stores) Limited (registered number SC010677) in favour of the Security Agent dated 5 August 2015;
- (b) the Scottish law floating charge granted by House of Fraser Limited (registered number SC021928) in favour of the Security Agent dated 5 August 2015;
- (c) the Scottish law floating charge to be granted by House of Fraser (Stores) Limited (registered number SC010677) in favour of the Security Agent on or around the date of this Debenture; and
- (d) the Scottish law floating charge to be granted by House of Fraser Limited (registered number SC021928) in favour of the Security Agent on or around the date of this Debenture.

**"Secured Obligations"** means all present and future monies, debts, liabilities and obligations due owing or incurred at any time of any member of the Group to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any other Secured Party (both actual and contingent and whether incurred solely or jointly with any other person and as principal or surety or in any other capacity, including any liability in respect of any further advances made under the Senior Secured Finance Documents), including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under the Senior Secured Finance Documents.

**"Secured Parties"** shall have the meaning given to that term in the Intercreditor Agreement.

**"Security"** means a mortgage, standard security, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in Schedule 9 (*Form of Security Accession Deed*).

**"Senior Secured Finance Documents"** means the Senior Secured Finance Documents (as defined in the Intercreditor Agreement) and the Super Senior Secured Finance Documents (as defined in the Intercreditor Agreement).

**"Shares"** means all shares owned by a Chargor in each Guarantor which is a direct Subsidiary of that Chargor including but not limited to the shares, if any, specified in Schedule 3 (*Shares and Investments*) or as specified in any relevant Security Accession Deed.

**"Short Term Extension"** means, with respect to any Category 3 Leasehold Property, an agreement between the relevant Chargor and the relevant landlord that the lease shall be maintained (or a replacement lease granted) for any period expiring after 30 January 2019 but on or before 30 July 2019.

**"Trading Receivables"** means all book and other debts and monetary claims arising in the ordinary course of trading and any proceeds of such debts and claims.

**"Trust Property"** means:

- (a) the Security created under this Debenture and all other powers, rights and guarantees (both present and future) granted to the Security Agent under or pursuant to the Senior Secured Finance Documents including, without limitation, all representations and warranties, obligations, covenants and other contractual provisions therein given in favour of the Security Agent as trustee for the Secured Parties (other than any given solely for its own benefit in its capacity as Security Agent).
- (b) all assets of any Chargor from time to time the subject of the Security created under this Debenture.

- (c) all monies received or recovered by the Security Agent from time to time as trustee for the Secured Parties under, pursuant to or in connection with any Finance Document; and
- (d) all investments, property, money and other assets at any time representing or deriving from any of the foregoing, including all interest, income and other sums at any time received or receivable by the Security Agent (or any agent of the Security Agent) in respect of the same (or any part thereof).

**"Utilisation Date"** has the meaning given to that term in the Facilities Agreement.

**"Utilisation Request"** has the meaning given to that term in the Facilities Agreement.

## 1.2 Construction

In this Debenture, unless a contrary intention appears, a reference to:

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly;
- (c) **"assets"** includes present and future properties, revenues and rights of every description;
- (d) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- (e) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (f) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (g) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (h) the Parties intend that this document shall take effect as a deed; and
- (i) a matter not prohibited by the Senior Secured Finance Documents includes a matter being permitted under, or not prohibited by, the Senior Secured Finance Documents.

### 1.3 Other References

- (a) In this Debenture, unless a contrary intention appears, a reference to:
  - (i) any Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Senior Secured Finance Documents;
  - (ii) any Senior Secured Finance Documents or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended supplemented, varied, extended, restated, replaced or novated, including by way of increase of the facilities or addition of new facilities made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Senior Secured Finance Documents;
  - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules; and
  - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
- (c) Words importing the plural shall include the singular and vice versa.

### 1.4 Incorporation by reference

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Debenture.

### 1.5 Miscellaneous

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) Notwithstanding any other provision of this Debenture, the obtaining of a moratorium under Schedule A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Debenture to crystallise or causing restrictions which would not otherwise

apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.

- (c) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Debenture.

#### **1.6 Third party rights**

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any Term of this Debenture, the consent of any person who is not a Party is not required to rescind or vary this Debenture.
- (c) Any Receiver or Delegate may, subject to this Clause and the Third Parties Rights Act, rely on any Clause of this Debenture which expressly confers rights on it.

#### **1.7 Declaration of trust**

- (a) The Security Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and each of the Chargors hereby acknowledges) that the Trust Property is held by the Security Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Intercreditor Agreement.
- (b) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this Debenture or any other Secured Debt Document. In performing its duties, obligations and responsibilities, the Security Agent shall be considered to be acting only in a mechanical and administrative capacity (save as expressly provided in this Debenture).
- (c) In acting as trustee under this Debenture for the Secured Parties, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Security Agent may be treated as confidential and shall not be regarded as having been given to the Security Agent's trustee division.

#### **1.8 Separate Security**

Each of the sub-paragraphs of Clause 3.1 (*Specific Security*) and Clause 3.3 (*Security Assignment*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

### **1.9 Existing Security**

Each Party agrees that the terms of this Debenture shall not result in any breach of the terms of the Existing Security.

## **2. COVENANT TO PAY**

Each Chargor as primary obligor covenants with and undertakes to the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay the Secured Obligations on demand of the Security Agent, provided that the relevant Secured Obligations owed by it have fallen due for payment.

## **3. CHARGING PROVISIONS**

### **3.1 Specific Security**

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent as trustee for the Secured Parties with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest (in each case subject to the Existing Security):

- (a) by way of legal mortgage, all Property now belonging to or vested in it and all corresponding Related Rights;
- (b) by way of equitable mortgage, all the Shares and Investments and all corresponding Related Rights;
- (c) by way of fixed charge:
  - (i) all other interests (not effectively charged under Clause 3.1(a)) in any Property now or subsequently belonging to it and the benefit of all other agreements relating to land and all corresponding Related Rights;
  - (ii) all of its right, title and interest in the Intellectual Property and all corresponding Related Rights;
  - (iii) all of its right, title and interest in the Equipment and all corresponding Related Rights;
  - (iv) all its Trading Receivables and all its rights and claims against third parties and against any security in respect of those Trading Receivables and all corresponding Related Rights;
  - (v) all its Other Debts and all its rights and claims against third parties and against any security in respect of those Other Debts and all corresponding Related Rights;
  - (vi) all monies standing to the credit of the Blocked Accounts, Operating Accounts and any other accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts and all corresponding Related Rights;



- (vii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
- (viii) its goodwill and uncalled capital; and
- (ix) subject to Clause 3.5, if not effectively assigned by Clause 3.3 (*Security Assignment*), all its rights, title and interest in (and claims under) the Hedging Agreements, the Insurance Policies and the Assigned Agreements, and all corresponding Related Rights,

provided that this Clause 3.1 shall not charge any Scottish Assets or the Bath Lease.

### 3.2 Floating Charge

As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee (subject to the Existing Security), in favour of the Security Agent (for the benefit of itself and other Secured Parties) by way of floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 3.1 (*Specific Security*) (including all Scottish Assets) or assigned under Clause 3.3 (*Security Assignment*) and to the extent not charged under the Scottish Floating Charges.

### 3.3 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee (subject to the Existing Security) to the Security Agent all its rights, title and interest in:

- (a) the Hedging Agreements;
- (b) the Insurance Policies; and
- (c) the Assigned Agreements,

and all corresponding Related Rights, subject in each case to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations. To the extent that any Hedging Agreement, Insurance Policy or Assigned Agreement described in Clause 3.3 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Hedging Agreement, Insurance Policy or Assigned Agreement.

### 3.4 Conversion of Floating Charge

- (a) The Security Agent may (to the extent competent under applicable law), by written notice to any Chargor, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:
  - (i) an Event of Default has occurred and is continuing; or

- (ii) the Security Agent (acting reasonably) considers those assets specified in the notice 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.
- (b) The floating charge created under this Debenture will (to the extent competent under applicable law and without prejudice to any law which may have a similar effect) automatically (without notice) and immediately be converted into a fixed charge over all the assets (or, in the case of the event occurring to an asset referred to in paragraphs (iii), (iv) or (v) below) in relation to such assets which are subject to the floating charge created under this Debenture, if:
  - (i) the members of any Chargor pass a resolution for its winding-up, dissolution, or administration, an administrator is appointed to any Chargor or an application is presented to the court for the making of an administration order in relation to any Chargor;
  - (ii) any person (who is entitled to do so) appoints an administrator to any Chargor or files such a notice with the court;
  - (iii) any Chargor creates, or purports to create, Security (except as permitted by the Senior Secured Finance Documents or with the prior consent of the Security Agent) on or over any of the Charged Property;
  - (iv) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any of the Charged Property;
  - (v) a Receiver is appointed over all or any of the Charged Property, a petition is presented for the compulsory winding-up of any Chargor or a provisional liquidator is appointed to any Chargor; or
  - (vi) if any other floating charge created by any Chargor crystallises over any of the Charged Property for any reason,

or any analogous procedure or step is taken in any jurisdiction.
- (c) Upon the conversion of any floating charge pursuant to this Clause 3.4, each relevant Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require.

### 3.5 **Property Restricting Charging**

- (a) There shall be excluded from the charge created by Clause 3.1 (*Specific Security*), the assignment created under Clause 3.3 (*Security Assignment*) and from the operation of Clause 4 (*Further Assurance*):
  - (i) any leasehold Property held by a Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in the relevant Property including but not limited to the leasehold Property set out in PART II of Schedule 2 (*Properties*);

- (ii) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property; and
- (iii) any licence, contract or agreement (including, without limitation, Insurance Policies) to which the Chargor is a party which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that licence, contract or agreement,

in each case until the relevant condition or waiver has been satisfied or obtained in accordance with this Clause 3.5.

- (b) For all leasehold Property (other than any Category 3 Leasehold Property or any leasehold Property of this Group which as at the date of this Debenture is not subject to the charge created under Clause 3.1 (*Specific Security*) of the Existing Security and other than any Scottish Assets and other than the Bath Leases) or any Intellectual Property or licence, contract or agreement necessary for the business of the Group where the consent of a third party is required before it can be charged referred to in Clause 3.5(a), each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within ten Business Days of the date of this Debenture and in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all of its reasonable endeavours for a period of three months from the date on which the relevant consent or waiver was first applied for, to obtain such consent as soon as reasonably possible and to keep the Security Agent informed of the progress of its negotiations. For the avoidance of doubt, "reasonable endeavours" shall not include any Chargor paying a waiver or consent fee or any increased rental to any relevant third party.
- (c) For Category 3 Leasehold Property where the consent of a third party is required before it can be charged as referred to paragraph (a) above (other than any such Category 3 Leasehold Property which as at the date of this Debenture is not subject to the charge created under Clause 3.1 (*Specific Security*) of the Existing Security), each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within ten (10) Business Days of the Category 3 Charging Date and in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all of its reasonable endeavours for a period of three (3) months from the date on which the relevant consent or waiver was first applied for, to obtain such consent as soon as reasonably possible and to keep the Security Agent informed of the progress of its negotiations. For the avoidance of doubt, "reasonable endeavours" shall not include any Chargor paying a waiver or consent fee or any increased rental to any relevant third party.
- (d) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold Property, Intellectual Property or other licence, contract or agreement shall stand charged to the Security Agent under Clause 3.1 (*Specific*

*Security*) or Clause 3.3 (*Security Assignment*) (as appropriate). The relevant Chargor shall notify the Security Agent as soon as reasonably practicable upon receipt of the relevant waiver or consent. If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor will as soon as reasonably practicable execute a valid fixed charge or legal assignment on substantially the same terms as set out in this Debenture or in such other form as the Chargor and the Security Agent may agree.

### **3.6 Implied covenants for title**

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3.1 (*Specific Security*) or 3.2 (*Floating Charge*).
- (b) It shall be implied in respect of Clauses 3.1 (*Specific Security*) and 3.2 (*Floating Charge*) that each Chargor is disposing of the Charged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment) but subject to the Existing Security.

## **4. FURTHER ASSURANCE**

### **4.1 General**

- (a) The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.
- (b) Subject to the Agreed Security Principles and Clause 7.5 (*Registration of Intellectual Property*), each Chargor shall (and at its own expense) promptly do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, assignments, transfers, mortgages, standard securities, charges, pledges, notices and instructions on terms equivalent or similar to those set out in this Debenture) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
  - (i) to create, perfect or protect the Security created or intended to be created under or evidenced by this Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security created under this Debenture) or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this Debenture or by law;
  - (ii) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or

- (iii) following the occurrence of an Event of Default which is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Debenture.
- (c) Subject to the Agreed Security Principles, each Chargor shall take all such action as is available to it (including making all filings and registrations and applying for relief against forfeiture) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Debenture including, without limitation, but subject to Clause 7.4 (*The Land Registry*), in respect of any Category 3 Leasehold Property, on or promptly following the relevant Category 3 Charging Date or, if later, the date on which the relevant waiver or consent is given pursuant to paragraph (c) of Clause 3.5 (*Property Restricting Charging*) above, registering such legal charge at the Land Registry against the title number for such Category 3 Leasehold Property.

## 5. **NEGATIVE PLEDGE**

No Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property (other than the Existing Security);
- (b) sell, transfer or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.2 (*Floating Charge*) on arm's length terms in the ordinary course of trading until crystallisation of such charge pursuant to Clause 3.4 (*Conversion of Floating Charge*) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except where to do so is permitted by the Senior Secured Finance Documents or with the prior consent of the Security Agent.

## 6. **REPRESENTATIONS AND WARRANTIES**

### 6.1 **General**

- (a) All the representations and warranties in this Clause 6 are made by each Chargor on the date of this Debenture and are also deemed to be made by each Chargor:
  - (i) on the date of each Utilisation Request and each Utilisation Date; and
  - (ii) (in the case of a company that accedes to the terms of this Debenture pursuant to a Security Accession Deed) on the day on which it becomes a Chargor.
- (b) Each representation or warranty deemed to be made after the date of this Debenture shall be deemed to be made by reference to the facts and

circumstances existing at the date the representation or warranty is deemed to be made.

## **6.2 Property**

Schedule 2 (*Properties*) identifies all freehold and leasehold Property (other than any Scottish Assets) beneficially owned by it as at the date of this Debenture.

## **6.3 Shares**

It is the legal and beneficial owner of the Shares identified against its name in Schedule 3 (*Shares and Investments*) as at the date of this Debenture and all of those Shares are fully paid.

# **7. PROTECTION OF SECURITY**

## **7.1 Title Documents**

- (a) Each Chargor will, on the date of this Debenture (unless previously deposited with the Security Agent (or as directed by the Security Agent)), deposit with the Security Agent (or as it shall direct):
  - (i) all stocks and share certificates and other documents of title relating to the Shares and Investments together with, in the case of Shares and Investments governed by English law, stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full, or the Security created hereby over the assets to which they relate is released in accordance with the terms of the Intercreditor Agreement, and shall be entitled, at any time following the occurrence of an Event of Default which is continuing to complete under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select; and
  - (ii) all other documents relating to the Charged Property which the Security Agent may from time to time reasonably require.
- (b) The Security Agent may retain any document delivered to it under this Clause 7.1 or otherwise until the security created under or pursuant to this Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.
- (c) Any document required to be delivered to the Security Agent under Clause 7.1(a) or would be required to be delivered if it had not already been delivered and which is for any reason not so delivered or which is released by the Security Agent to a Chargor shall be held on trust by the relevant Chargor for the Security Agent for so long as the asset to which the document relates is charged hereunder.

- (d) In relation to all of the real property mortgaged or charged under or pursuant to this Debenture, from the date hereof the title deeds and documents for all such properties shall be held by the relevant Chargor strictly to the order of the Security Agent and shall not be given to a third party without the consent of the Security Agent, such consent not to be unreasonably withheld or delayed.

## **7.2 Receivables and Bank Accounts**

- (a) Each Chargor shall:
  - (i) as agent for the Security Agent, collect all Trading Receivables and Other Debts charged to the Security Agent under this Debenture, pay the proceeds into an Operating Account or in the case of Other Debts, a Blocked Account) promptly upon receipt and, pending such payment, hold those proceeds on trust for the Security Agent;
  - (ii) not charge, factor, discount or assign any of the Trading Receivables or Other Debts in favour of any person, or purport to do so unless permitted by the Senior Secured Finance Documents or with the prior consent of the Security Agent;
  - (iii) deliver to the Security Agent, details of each Blocked Account or Operating Account opened or maintained by it with any bank, building society, financial institution or other person from time to time promptly following any such account being opened or changed; and
  - (iv) where an Operating Account or a Blocked Account is not maintained with the Security Agent, promptly upon the request of the Security Agent, serve an Account Notice in the form in PART III of Schedule 8 (*Forms of Notice*) in respect of an Operating Account or in the form in PART IV of Schedule 8 (*Forms of Notice*) in respect of a Blocked Account on such bank with whom the relevant account is maintained within 10 Business Days of the date of this Debenture or, if later, of the designation of such account as an Operating Account or a Blocked Account and use reasonable endeavours for a period of three months from the date of the relevant notice to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Account Notice or such other form as the Security Agent and the Chargor may agree.
- (b) The execution of this Debenture by each Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Blocked Account or any Operating Account opened or maintained with the Security Agent.
- (c) No Chargor may withdraw all or any monies from time to time standing to the credit of any Blocked Account except with the prior consent of the Security Agent or in accordance with the Senior Secured Finance Documents.
- (d) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(a) of the Account Notice, withdrawing its consent to the making of

withdrawals by the Chargors in respect of the Operating Accounts, unless and until an Event of Default has occurred and is continuing or any of the circumstances described in Clause 3.4 (*Conversion of Floating Charge*) has arisen.

- (e) For the avoidance of doubt, the relevant Chargor may operate its Operating Accounts in the ordinary course of business until an Event of Default has occurred and is continuing.

### **7.3 Insurance Policies, Assigned Agreements and Hedging Agreements**

- (a) Each Chargor will:
  - (i) promptly upon the request of the Security Agent (or in respect of any Insurance Policy, Assigned Agreement (other than any contract or agreement between two or more Guarantors) or Hedging Agreement designated as such after the date of execution of this Debenture, promptly after the date of such designation) give notice to the other party to each Insurance Policy, Assigned Agreement and Hedging Agreement that it has assigned or charged its right under the relevant policy or agreement to the Security Agent under this Debenture. Such notice will be a Counterparty Notice, except in the case of the Insurance Policies where it will be an Insurance Notice. Each relevant Chargor will use reasonable endeavours to procure that the relevant counterparty or insurer signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant notice within three months of the date of such notice (or, as the case may be, of the entering into of the relevant policy or agreement) or such other form as the Security Agent and the Chargor may agree.
  - (ii) perform all its material obligations under the Assigned Agreements in a diligent and timely manner;
  - (iii) maintain the Insurance Policies on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business;
  - (iv) except with the prior consent of the Security Agent, not make or agree to make any material amendments to the Assigned Agreements, waive any of its material rights under such agreements or exercise any right to terminate any Assigned Agreement except as permitted by the Senior Secured Finance Documents; and
  - (v) except with the prior consent of the Security Agent, not make or agree to make any material amendments to the Insurance Policies, waive any of its material rights under such agreements or exercise any right to terminate any Insurance Policy in a manner reasonably likely to result in a breach of clause 25.23 (*Insurance*) of the Facilities Agreement or the obligations relating to insurance in any Senior Secured Finance Document.



- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice or paragraph 2 of the Insurance Notice, unless and until an Event of Default has occurred and is continuing.

#### **7.4 The Land Registry**

- (a) Promptly following the date hereof, each Chargor shall apply to the Land Registry for a restriction to be entered on the Register of Title in relation to all real property situated in England and Wales and charged by it by way of legal mortgage under this Debenture (including any unregistered properties subject to compulsory first registration at the date of this Debenture but excluding any Category 3 Leasehold Property until the Category 3 Charging Date) on the prescribed Land Registry form and in the following or substantially similar terms:

"No sale, transfer or charge of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ 2018 in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register or their conveyancer."

- (b) Subject to the terms of the Senior Secured Finance Documents, certain of the Secured Parties are under an obligation to make further advances to Chargors (which obligation is deemed to be incorporated as if set out in this Debenture) and this security has been made for securing those further advances. Each Chargor shall apply to the Land Registry on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to all real property situated in England and Wales and charged by it by way of legal mortgage under this Debenture (including any unregistered properties subject to compulsory first registration at the date of this Debenture but excluding any Category 3 Leasehold Property until the Category 3 Charging Date) that there is an obligation to make further advances on the security of the registered charge.
- (c) If any Chargor fails to make the applications set out in Clauses 7.4(a) or (b), each Chargor irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may request in connection with such application.
- (d) In respect of any of the real property mortgaged or charged under this Debenture title to which is registered at the Land Registry, it is certified that the security created by this Debenture does not contravene any of the provisions of the articles of association of any Chargor.

#### **7.5 Registration of Intellectual Property**

Each Chargor as registered proprietor appoints the Security Agent as its agent to apply for the particulars of this Debenture and of the Secured Parties' interest in its existing trade marks and trade mark applications and any future trade marks or trade mark

applications registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and each Chargor agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

## **8. UNDERTAKINGS**

### **8.1 General**

- (a) Each Chargor undertakes to the Security Agent in the terms of this Clause 8 from the date of this Debenture and for so long as any of the Secured Obligations are outstanding.
- (b) Each Chargor shall maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary in the conduct of its business where failure to do so has or is reasonably likely to have a Material Adverse Effect.
- (c) Each Chargor will keep all real property which forms part of the Charged Property in good and substantial state of repair (fair wear and tear excepted) where failure to do so is reasonably likely to have a Material Adverse Effect.

### **8.2 Real Property**

- (a) Each Chargor will notify the Security Agent promptly upon contracting to purchase any estate or interest with a value in excess of :
  - (i) £1,000,000, in respect of freehold Property; and
  - (ii) £100,000 in rent per annum, in respect of leasehold Property.
- (b) Each Chargor will permit the Security Agent and any person nominated by the Security Agent to enter into and upon any Property at all reasonable times during business hours and at times reasonably convenient to management of the relevant Chargor and on not less than 2 Business Days' notice to view the state and condition of such Property and will remedy any material defect or disrepair promptly after the Security Agent serves written notice of such defect or disrepair.
- (c) No Chargor will grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Property or otherwise part with possession of the whole or any part of the Property (except where to do so is not prohibited by the terms of the Senior Secured Finance Documents).
- (d) Each Chargor will give prompt notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or if any proceedings are commenced against it for the forfeiture of any lease comprised in any Property.

### 8.3 Voting and Distribution Rights

- (a) Prior to the occurrence of an Event of Default which is continuing:
  - (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and Investments; and
  - (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares and Investments **provided that** it shall not exercise any such voting rights or powers in a manner which (a) materially and adversely affects the value of such Shares and Investments, (b) adversely affects the validity or enforceability of the Security, or (c) causes a Default to occur.
- (b) Upon the occurrence of an Event of Default and for so long as such Event of Default is continuing, each Chargor shall exercise all voting rights in respect of its Shares and Investments as the Security Agent shall direct.
- (c) If, at any time, any Shares or Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares or Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares or Investments.
- (d) The Security Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or the Chargors, at any time, by notice to the Chargors (which notice shall be irrevocable) elect to give up the right to exercise (or refrain from exercising) all voting and other rights and powers in respect of the Shares and Investments conferred or to be conferred on the Security Agent pursuant to paragraph (b) above.
- (e) Once a notice has been issued by the Security Agent under paragraph (d) of this Clause 8.3, on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting and other rights and powers in respect of the Shares and Investments conferred or to be conferred on it pursuant to Clause 8.3 or any other provision of this Agreement and all such rights will be exercisable by Chargors.

### 8.4 Payment of calls on Investments and Shares

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Shares, and in any case of default by it in such payment (and where such failure to do so would adversely impact upon the Security Interests created under this Debenture), the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent

shall be reimbursed by each relevant Chargor to the Security Agent on demand and shall carry interest at the Default Rate from the date of the demand by the Security Agent until reimbursed.

## **9. SECURITY AGENT'S POWER TO REMEDY**

### **9.1 Power to Remedy**

If any Chargor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 10 Business Days of the Security Agent giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Chargor which is necessary to ensure that those obligations are complied with.

### **9.2 Indemnity**

Each Chargor will indemnify the Security Agent, its Delegates and any Receiver against all losses, costs and liabilities incurred by the Security Agent as a result of a breach by any Chargor of any its obligations under this Debenture (after the applicable grace period has expired) (otherwise, in each case, than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct). All sums the subject of this indemnity will be payable by the relevant Chargor to the Security Agent or other relevant party on demand and if not so paid will bear interest at the Default Rate from the date of such demand by the Security Agent until the date of payment. Any unpaid interest will be compounded monthly.

## **10. CONTINUING SECURITY**

### **10.1 Continuing Security**

This Security shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing unless and until discharged by the Security Agent in writing.

### **10.2 Other Security**

This Security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Debenture hold for any of the Secured Obligations, and this security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

### **10.3 No prejudice**

The Security created by or pursuant to this Debenture shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any

variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

#### **10.4 Chargor intent**

Each Chargor expressly confirms that it intends that the Security created under this Debenture, and all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Senior Secured Finance Documents and/or any facility or amount made available under any of Senior Secured Finance Documents (including pursuant to an Additional Increase, as defined in the Facilities Agreement and any facility or amounts made available under any Super Senior Credit Facility Finance Document and/or any Super Senior Secured Notes Finance Document) for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

### **11. ENFORCEMENT OF SECURITY**

#### **11.1 Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Debenture. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall be immediately exercisable upon the occurrence of an Event of Default and shall remain exercisable for so long as such Event of Default is continuing.

#### **11.2 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

#### **11.3 Exercise of Powers**

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor upon the occurrence of an Event of Default and for so long as such Event of Default is continuing, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

#### **11.4 Disapplication of Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after this Debenture has become enforceable in accordance with Clause 11 (*Enforcement of Security*).

#### **11.5 Appropriation under the Financial Collateral Regulations**

- (a) Upon the occurrence of an Event of Default and for so long as such Event of Default is continuing, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (b) In this Debenture, "financial collateral" shall mean any part of the Charged Property which falls within the definition of financial collateral in the Financial Collateral Arrangements (No.2) Regulations 2003 (No.3226).
- (c) The Security Agent shall attribute a value to the appropriated financial collateral by reference to a public index or by such commercially reasonable method (including independent valuation) as the Security Agent may select to identify the market value of the financial collateral.

#### **11.6 Powers of Leasing**

- (a) The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders or renunciations of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.
- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply.

#### **11.7 Fixtures**

At any time following an Event of Default which is continuing, the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

### **12. RECEIVERS**

#### **12.1 Appointment of Receiver**

- (a) Subject to the Intercreditor Agreement and to paragraph (d) below, at any time after the Security constituted by or pursuant to this Debenture becomes enforceable, or if so requested by the relevant Chargor following an Event of

Default which is continuing, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property with or without notice to any Chargor (as applicable).

- (b) The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property.
- (c) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.
- (e) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

## **12.2 Powers of Receiver**

Each Receiver appointed under this Debenture shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on mortgagors, on mortgagees in possession and on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Debenture), so that the powers set out in schedule 1 or 2 (as applicable) to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have the power to do or omit to do anything which any Chargor itself could do or omit to do, including the power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender or renounce leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;

- (g) exercise all voting and other rights attaching to the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Security Agent to the relevant Chargor stating that the Security Agent shall exercise all voting rights in respect of the Shares or Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this Debenture and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

### **12.3 Receiver as Agent**

Each Receiver shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.



#### **12.4 Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership or any other applicable provision of the Insolvency Act 1986) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

#### **12.5 Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration (which shall not be subject to any maximum rate imposed by law (including s. 109(6) of the Law of Property Act 1925)) of any Receiver appointed by it.

#### **12.6 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Debenture (unless the document appointing such Receiver states otherwise).

### **13. APPLICATION OF PROCEEDS**

#### **13.1 Order of Application**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

#### **13.2 Insurance Proceeds**

If an Event of Default has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to or to the order of the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor) or (except in the case of leasehold premises) in reduction of the Secured Obligations.

#### **13.3 Section 109 Law of Property Act 1925**

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.

#### **13.4 Suspense Account**

- (a) Until the Secured Obligations are paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received, recovered or realised pursuant to this Debenture or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Chargor or the Security Agent as the Security Agent shall think fit) and the Receiver may retain the same for the

period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

- (b) If the Security created under this Debenture is enforced at a time when no amount is due under the Senior Secured Finance Documents but at the time when amounts may, or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account.

## **14. PROTECTION OF SECURITY AGENT AND RECEIVER**

### **14.1 No Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless directly caused by its or his gross negligence, wilful misconduct under the Senior Secured Finance Documents. The Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Property.

### **14.2 Possession of Charged Property**

Without prejudice to Clause 14.1 above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

### **14.3 Primary liability of Chargor**

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Debenture and the charges contained in this Debenture shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the charges contained in this Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

### **14.4 Security Agent**

- (a) The provisions set out in clause 16 (*The Security Agent*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Debenture.
- (b) The Security Agent and the Receiver shall not be obliged to perform any obligation of the Chargor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, present or file any claim or take any other action to collect or enforce the payment of any amount

to which it or the Chargor may be entitled; or exercise any rights to which it or the Chargor may be entitled.

#### **14.5 Delegation**

The Security Agent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Debenture to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent and any Receiver will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

#### **14.6 Cumulative Powers**

The powers which this Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Debenture, are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

### **15. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed,

- (a) to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which such Chargor ought to execute and do under the terms of this Debenture; and
- (b) upon the occurrence of an Event of Default and for so long as such Event of Default is continuing, do all such acts or things which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture.

Each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

## **16. PROTECTION FOR THIRD PARTIES**

### **16.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

### **16.2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver. In making any sale or disposal of any of the Charged Property or making any acquisition, the Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit, subject to the terms of the Intercreditor Agreement.

## **17. COSTS AND EXPENSES**

### **17.1 Initial Expenses**

Each Chargor shall within three Business Days of demand pay (or procure payment to) to each of the Security Agent the amount of all costs and expenses (including legal fees) (together with any applicable VAT) reasonably incurred by any of them (and by any Receiver or Delegate) in connection with:

- (a) the negotiation, preparation, execution, completion and perfection of this Debenture and any other documents or notices referred to in, or related or incidental to, this Debenture; and
- (b) any amendment, waiver or consent relating to this Debenture (and documents, matters or things referred to in this Debenture).

in each case subject to any limits that may be agreed from time to time in writing between the Security Agent and each Chargor.

### **17.2 Enforcement Expenses**

Each Chargor shall, within three Business Days of demand, pay to each of the Security Agent and the Receiver the amount of all costs and expenses (including legal fees and together with any applicable VAT) incurred by it in connection with the enforcement of or the preservation of any rights under any Senior Secured Finance Document and

any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Security created under this Debenture or enforcing these rights.

### **17.3 Rights under law**

To the extent that an amount is payable under Clause 17.1 (*Initial Expenses*) or Clause 17.2 (*Enforcement Expenses*), each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Law of Property Act 1925) on mortgagees and receivers duly appointed under any law (including the Law of Property Act 1925).

### **17.4 Stamp Duties, etc.**

Each Chargor shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar taxes payable in respect of this Debenture.

### **17.5 Default Interest**

If not paid when due, the amounts payable under this Clause 17 shall carry interest compounded with monthly rests at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Secured Obligations.

## **18. REINSTATEMENT AND RELEASE**

### **18.1 Amounts Avoided**

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this Debenture that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

### **18.2 Discharge Conditional**

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Debenture) that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

### **18.3 Covenant To Release**

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Chargor, or as otherwise permitted or required pursuant to the terms of the Senior Secured Finance Documents, the Security Agent and each Secured Party shall, at the request and cost of each Chargor, take any action which may be necessary to release or re-assign the Charged Property

from the Security constituted by this Debenture, in each case subject to Clause 18.1 (*Amounts Avoided*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

## **19. CURRENCY CLAUSES**

### **19.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this Debenture may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's Spot Rate of Exchange.

### **19.2 No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Chargor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Chargor and shall be entitled to enforce the Security constituted by this Debenture to recover the amount of the shortfall.

## **20. SET-OFF**

### **20.1 Set-off rights**

At any time following a Default, any Secured Party may set off any matured obligation due from a Chargor under the Senior Secured Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### **20.2 Different Currencies**

A Secured Party may exercise its rights under Clause 20.1 (*Set-off rights*) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it.

## **21. RULING OFF**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Secured Finance Documents) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the

contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

## **22. REDEMPTION OF PRIOR CHARGES**

The Security Agent may, upon the occurrence of an Event of Default and for so long as such Event of Default is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

## **23. NOTICES**

### **23.1 Communications in writing**

Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by fax or letter.

### **23.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Debenture for any communication or document to be made or delivered under or in connection with this Debenture is:

- (a) as shown immediately after its name on the execution pages of this Debenture (in the case of any person who is a party as at the date of this Debenture); or
- (b) in the case of any person who becomes a party after the date of this Debenture, notified in writing to the Security Agent on or prior to the date on which it becomes a party,

or any substitute address, fax number or department or officer as the party may notify to the Security Agent (or the Security Agent may notify to the other parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

### **23.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or seven Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 23.2, if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

## **24. CHANGES TO PARTIES**

### **24.1 No assignments or transfers by Chargor**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture.

### **24.2 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the Senior Secured Finance Documents.

### **24.3 Changes to Parties**

Each Chargor authorises and agrees to changes to parties under the Senior Secured Finance Documents and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

### **24.4 New Subsidiaries**

Each of the Chargors will procure that any new Subsidiary of it which is required to do so by the terms of any of the Senior Secured Finance Documents executes a Security Accession Deed.

### **24.5 Consent of Chargors**

Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 24.4 above and irrevocably appoints the Parent as its agent for the purpose of executing any Security Accession Deed on its behalf.

## **25. AMENDMENTS**

This Debenture may be amended only if the Security Agent and the Parent (acting as agent on behalf of each Chargor) so agree in writing and any breach of this Debenture may be waived before or after it occurs if the Security Agent agrees in writing in accordance with the terms of the Intercreditor Agreement.

## **26. MISCELLANEOUS**

### **26.1 Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount payable under this Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.



## 26.2 Counterparts

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

## 26.3 Invalidity of any Provision

If any provision of this Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

## 26.4 Failure to Execute

Failure by one or more Parties ("**Non-Signatories**") to execute this Debenture on the date hereof will not invalidate the provisions of this Debenture as between the other Parties who do execute this Debenture. Such Non-Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

## 26.5 Intercreditor Agreement

This Debenture is subject to the Intercreditor Agreement and in the event of conflict between the provisions of this Debenture and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

## 27. GOVERNING LAW AND JURISDICTION

- (a) This Debenture and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraphs (c) and (d) below, the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture) or any non-contractual obligation arising out of or in connection with this Debenture (a "**Dispute**"). In that regard, the Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (b) above, and subject to paragraph (d) below, the Parties agree that the courts of Scotland shall have non-exclusive jurisdiction in relation to any Dispute arising out of or in connection with any floating charge granted by a company incorporated in Scotland.
- (d) This Clause 27 is for the benefit of the Secured Parties only. As a result, and notwithstanding paragraphs (b) and (c) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS** whereof this Debenture has been duly executed as a deed but is not delivered until the date first above written.

**SCHEDULE 1**  
**THE CHARGORS**

<b>Name of Chargor</b>	<b>Registered Number</b>	<b>Registered Address</b>
House of Fraser (UK & Ireland) Acquisitions Limited	05797766, England and Wales	27 Baker Street, London W1U 8AH
House of Fraser (Stores) Limited	SC010677, Scotland	Granite House, 31 Stockwell Street, Glasgow G1 4RZ
House of Fraser (Funding) PLC	07591937, England and Wales	27 Baker Street, London W1U 8AH
House of Fraser (UK & Ireland) Limited	05845860, England and Wales	27 Baker Street, London W1U 8AH
House of Fraser (Finance) Limited	04089208, England and Wales	27 Baker Street, London W1U 8AH
House of Fraser (Storecard) Limited	05984333, England and Wales	27 Baker Street, London W1U 8AH
House of Fraser Limited	SC021928, Scotland	Granite House, 31 Stockwell Street, Glasgow G1 4RZ

**SCHEDULE 2  
PROPERTIES**

**PART I**

<b>ADDRESS</b>	<b>FREEHOLD/ LEASEHOLD</b>	<b>CHARGOR (COMPANY)</b>	<b>TITLE NUMBER / UNREGISTERED</b>	<b>Category</b>	<b>Existing Charge Y/N</b>
<b>ALTRINCHAM</b>					
2 George Street	Leasehold	House of Fraser (Stores) Limited	GM595116	3	Y
<b>BIRMINGHAM</b>					
51/83 Rackhams Department Store, Corporation Street	Leasehold	House of Fraser (Stores) Limited	WM218175	3	Y
<b>BLUEWATER-DARTFORD</b>					
Department Store	Leasehold	House of Fraser (Stores) Limited	K816148	2	Y
<b>BOURNEMOUTH</b>					
The Arcade, Old Christchurch Road	Leasehold	House of Fraser (Stores) Limited	DT331427	3	Y
Storage Unit A	Leasehold	House of Fraser (Stores) Limited	DT331423	3	Y

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
Storage Unit B	Leasehold	House of Fraser (Stores) Limited	DT331425	3	Y
Storage Unit C	Leasehold	House of Fraser (Stores) Limited	DT331424	3	Y
<b>CHICHESTER</b>					
11 West Street Chichester	Leasehold	House of Fraser (Stores) Limited	Not registered	3	N
<b>CROYDON</b>					
The Department Store	Leasehold	House of Fraser (Stores) Limited	SGL736889	3	Y
<b>DONCASTER</b>					
10/12 Baxter Gate	Leasehold	House of Fraser (Stores) Limited	SYK34333	3	Y
<b>EASTBOURNE</b>					
John Barkers Department Store, Terminus Rd	Leasehold	House of Fraser (Stores) Limited	EB24702	3	Y

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>EPSOM</b>					
Ground, First and Second Floors, 42 The Ashley Centre	Leasehold	House of Fraser (Stores) Limited	SY571519	3	Y
2 car parking spaces at The Ashley Centre	Leasehold	House of Fraser (Stores) Limited	SY803682	3	Y
<b>EXETER</b>					
High Street, 30 High Street, 32/35 High Street, 3/8 Catherine St.	Leasehold	House of Fraser (Stores) Limited	DN157992	1	Y
<b>HIGH WYCOMBE</b>					
House of Fraser Store, The Eden Centre	Leasehold	House of Fraser (Stores) Limited	BM347730	3	Y
<b>LONDON</b>					
Francis House - Francis Street	Leasehold	House of Fraser (Stores) Limited	LN126291	1	Y
Francis House - Francis Street	Leasehold	House of Fraser (Stores) Limited	NGL762303	1	Y

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
19-35 Baker Street	Leasehold	House of Fraser (Stores) Limited	NGL888992	3	Y
Army and Navy Stores, 97- 101 Victoria Street	Leasehold	House of Fraser (Stores) Limited	NGL348897	1	Y
House of Fraser, 308-318 Oxford Street	Leasehold	House of Fraser (Stores) Limited	NGL391123	3	Y
Gordon House, 10 Greencoat Place	Leasehold	House of Fraser (Stores) Limited	NGL940233	1	Y
<b>MAIDSTONE</b>					
44 Fremlin Walk	Leasehold	House of Fraser (Stores) Limited	K940665	2	Y
<b>MILTON KEYNES</b>					
28 Acorn Walk	Leasehold	House of Fraser (Stores) Limited	BM120771	3	Y
Storage unit 58 (28 Acorn Walk)	Leasehold	House of Fraser (Stores) Limited	BM377900	3	Y
Unit 58 (28 Acorn Walk)	Leasehold	House of Fraser (Stores) Limited	BM375805	3	Y

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>NORWICH</b>					
130 Merchants Hall, Chapelfield	Leasehold	House of Fraser (Stores) Limited	NK347288	1	Y
<b>READING</b>					
Store A, The Oracle Centre	Leasehold	House of Fraser (Stores) Limited	BK383959	2	Y
<b>RICHMOND</b>					
75/81 George Street, 21/26 King Street and 4, 6 & 8 Paved Court	Leasehold	House of Fraser (Stores) Limited	TGL159130	2	Y
<b>SHEFFIELD</b>					
Unit MSU3, Meadowhall Centre	Leasehold	House of Fraser (Stores) Limited	SYK302636	1	Y
<b>SKIPTON</b>					
31/35-41 High Street	Leasehold	House of Fraser (Stores) Limited	NYK332983	3	Y

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>SWINDON</b>					
42/54 Canal Walk, The Brunel Centre	Leasehold	House of Fraser (Stores) Limited	WT160059	3	Y
Unit 42-54 Canal Walk, (Unit C101-C107)	Leasehold	House of Fraser (Stores) Limited	WT160058	3	Y
Computer Centre, Faraday Rd	Leasehold	House of Fraser (Stores) Limited	WT29095	3	Y
<b>SUTTON COLDFIELD</b>					
The Gracechurch Centre, Sutton Coldfield	Lease	House of Fraser (Stores) Limited	MM90556	1	N
<b>TORFAEN</b>					
18/20 Gwent Sq.	Leasehold	House of Fraser (Stores) Limited	WA272670	3	Y
17 Gwent Sq.	Leasehold	House of Fraser (Stores) Limited	WA272669	3	Y



**PART II**

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>AYLESBURY</b>					
Store A, 27 Friars Square, Friars Sq Shopping Centre	Leasehold	House of Fraser (Stores) Limited	BM193930	3	Y
<b>BATH</b>					
6/7-14 Milsom St and 6-10 John St and 8-11 Old King Street	Leasehold	House of Fraser (Stores) Limited	ST294248	1	N
<b>BIRKENHEAD</b>					
92 Grange Road	Leasehold	House of Fraser (Stores) Limited	MS519655	3	N
<b>BIRMINGHAM</b>					
Basement of 41/43 Temple Row and 45/51 Cherry Street	Leasehold	House of Fraser (Stores) Limited	WM242103	3	N

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>BRISTOL</b>					
Basement, lower ground, upper ground, Level 1, Level 2 and the lower roof, The anchor store, Cabot Circus	Leasehold	House of Fraser (Stores) Limited	BL135137	2	N
Storage Lease, RS27 Cabot Circus Bristol	Leasehold	House of Fraser (Stores) Limited	unregistered	2	N
<b>CAMBERLEY</b>					
Army and Navy Store, 43/57 Park St and Princes Way and Phase 4, 43/57 Park St and Princes Way	Leasehold	House of Fraser Limited	SY693162	3	N
Land on the North side of Princes Way	Leasehold	House of Fraser Limited	SY692476	3	N
Army and Navy Store, 43/57 Park St and Princes Way and Phase 4, 43/57 Park St and Princes Way	Leasehold	House of Fraser (Stores) Limited	SY782371	3	N

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>CARDIFF</b>					
Part of 15 Trinity St	Leasehold	House of Fraser Limited	WA943866	3	N
Land on North East Side of High Street	Leasehold	House of Fraser Limited	WA943881	3	N
8 and 9-18 St Mary St, 9- 14 and 16-18 Trinity Street	Leasehold	House of Fraser Limited	WA943875	3	N
Howells, 8 - 18 St Mary Street and 9 - 18 Trinity Street	Leasehold	House Limited of Fraser (Stores) Limited	CYM451873	3	N
<b>CARLISLE</b>					
26-40 (even) English Street	Leasehold	House of Fraser Limited	CU148016	3	Y
Land adjoining 26-40 (even) English Street	Leasehold	House of Fraser Limited	CU164045	3	Y
24-40 English Street	Leasehold	House of Fraser (Stores) Limited	CU248361	3	N

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>CHELTENHAM</b>					
53 Regent Street and 34/48 The Promenade	Leasehold	House of Fraser (Stores) Limited	GR320436	2	N
<b>CHICHESTER</b>					
12/18 West Street / 51- 53/55 Tower Street	Leasehold	House of Fraser Limited	WSX234802	3	N
12/18 West Street, 51- 53/55 Tower Street	Leasehold	House Limited of Fraser (Stores) Limited	WSX328257	3	N
<b>DARLINGTON</b>					
11/15, 16/17A and 18A Blackwellgate and 3/7 High Row and 7A/12 Mechanics Yard	Leasehold	House of Fraser (Stores) Limited	DU304736	3	N
<b>EXETER</b>					
31 High Street	Leasehold	House of Fraser (Stores) Limited	DN636046	1	N
37 High St	Leasehold	House of Fraser (Stores) Limited	Unregistered (DN554759 has expired)	1	N

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>GATESHEAD</b>					
Unit 1 Craster Court, Team Valley Trading Estate	Leasehold	House of Fraser (Stores) Limited	TY423215	1	Y
Unit 65, Metro Centre	Leasehold	House of Fraser (Stores) Limited	TY197538	1	Y
<b>GRIMSBY</b>					
9/29 Victoria Street West	Leasehold	House of Fraser Limited	HS282765	3	N
9/29 Victoria Street West	Leasehold	House of Fraser (Stores) Limited	HS353496	3	N
Riverhead Centre 4 car park spaces (1st fl)	Leasehold	House of Fraser Limited	HS297301	3	N
Riverhead Centre 4 car park spaces (1st fl)	Leasehold	House of Fraser (Stores) Limited	HS297302	3	N
<b>GUILDFORD</b>					
60a - 64 North Street and 105/113 High St	Leasehold	House of Fraser Limited	SY691021	2	N

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
60a - 64 North Street and 105-113 High Street, Guildford	Leasehold	House of Fraser (Stores) Limited	SY779208	2	N
17/23 Market Place, Guildford	Leasehold	House of Fraser (Stores) Limited	Unregistered	2	N
<b>HUDDERSFIELD</b>					
Store 1, Kingsgate Shopping Centre	Leasehold	House of Fraser (Stores) Limited	WYK712255	2	Y
<b>HULL</b>					
1 Paragon Sq	Leasehold	House of Fraser Limited	HS282795	3	N
House of Fraser, 1 Paragon Square, Kingston upon Hull	Leasehold	House of Fraser (Stores) Limited	HS353759	3	N
<b>LEAMINGTON SPA</b>					
78/86 The Parade	Leasehold	House of Fraser Limited	WK383768	3	N
78 to 86 (even numbers), Parade, Leamington Spa	Leasehold	House of Fraser (Stores) Limited	WK450101	3	N

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>LEEDS</b>					
140/142 Briggate	Leasehold	House of Fraser Limited	WYK653573	2	N
140 - 142 Briggate, Leeds	Leasehold	House of Fraser (Stores) Limited	WYK901938	2	N
<b>LINCOLN</b>					
226/231 High St, 21/23 Mint Lane and St Peters Passage	Leasehold	House of Fraser Limited	LL172574	3	N
226/231 High St, 21/23 Mint Lane and St Peters Passage	Leasehold	House of Fraser (Stores) Limited	LL307867	3	N
<b>LONDON</b>					
Store C, White City, Westfield Shopping Centre, Ariel Way	Leasehold	House of Fraser (Stores) Limited	BGL74158	1	N
House of Fraser, 68 King William Street, Basement Lease	Leasehold	House of Fraser (Stores) Limited	NGL837169	3	Y

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>MANCHESTER</b>					
98/116 Deansgate	Leasehold	House of Fraser (Stores) Limited	MAN9951	2	N
Centenary Buildings, Southgate	Leasehold	House of Fraser (Stores) Limited	MAN11433	2	N
<b>MIDDLESBROUGH</b>					
37 Linthorpe Rd and 2/14 Newport Rd	Leasehold	House of Fraser Limited	CE150409	3	N
37 Linthorpe Rd and 2/14 Newport Rd	Leasehold	House of Fraser (Stores) Limited	CE204201	3	N
<b>MILTON KEYNES</b>					
Northfield Apex, Northfield Drive	Leasehold	House of Fraser (Stores) Limited	BM374237	1	Y
Northfield Apex, Northfield Drive	Leasehold	House of Fraser (Stores) Limited	BM363648	1	Y
<b>NOTTINGHAM</b>					
Unit 300, The Victoria Centre	Leasehold	House of Fraser (Stores) Limited	NT342763	2	Y



ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
Storage Unit 900 Intu Victoria Centre	Leasehold	House of Fraser (Stores) Limited	Not registered	2	N
Storage Unit 238 Intu Victoria Centre	Leasehold	House of Fraser (Stores) Limited	Not registered	2	N
Storage Unit 290 Intu Victoria Centre	Leasehold	House of Fraser (Stores) Limited	Not registered	2	N
Storage Unit 295 Intu Victoria Centre	Leasehold	House of Fraser (Stores) Limited	Not registered	2	N
<b>PLYMOUTH</b>					
39/41 New George Street, 100/120 Armada Way and 40/46 Royal Parade	Leasehold	House of Fraser plc (now known as House of Fraser Limited)	DN417589	3	N
39/41 New George Street, 100/112 Armada Way and 40/46 Royal Parade	Leasehold	House of Fraser (Stores) Limited	DN589029	3	N
Part 1st and 2nd fl, 33 - 37 New George St.	Leasehold	House of Fraser (Stores) Limited	Not registered	3	N

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
<b>READING</b>					
Unit 15 Storage	Leasehold	House of Fraser (Stores) Limited	Not registered	2	N
<b>SCUNTHORPE</b>					
17/25 High Street, 1/11 Southgate	Leasehold	House of Fraser (Stores) Limited	HS31127	3	N
<b>SKIPTON</b>					
33 High Street	Leasehold	House of Fraser (Stores) Limited	NYK309683	3	Y
<b>TELFORD</b>					
244-250 New Row, Telford	Leasehold	House of Fraser (Stores) Limited	SL157923	3	Y
<b>THURROCK</b>					
Units MSU 2 (A) Lakeside Shopping Centre, Thurrock	Leasehold	House of Fraser (Stores) Limited	EX512265	1	Y
Units MSU 2 (B) Lakeside Shopping Centre, Thurrock	Leasehold	House of Fraser (Stores) Limited	EX512266	1	Y
<b>WELLINGBOROUGH</b>					

ADDRESS	FREEHOLD/ LEASEHOLD	CHARGOR (COMPANY)	TITLE NUMBER / UNREGISTERED	Category	Existing Charge Y/N
Shaw Close Park Farm Industrial Estate	Leasehold	House of Fraser (Stores) Limited	NN309159	1	N
<b>WOLVERHAMPTON</b>					
Victoria St Store and multi storey car park	Leasehold	House of Fraser (Stores) Limited	WM876475	3	N
Land lying West of Victoria Street, Wolverhampton	Leasehold	House of Fraser (Stores) Limited	WM895079	3	N
<b>WORCESTER</b>					
Unit C24 Chapel Walk, Crown Gate	Leasehold	House of Fraser (Stores) Limited	HW167057	3	N
Third Floor (Roof) plant rooms	Leasehold	House of Fraser (Stores) Limited	WR83245	3	N

**SCHEDULE 3**  
**SHARES AND INVESTMENTS**

**SHARES**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
House of Fraser (UK & Ireland) Limited (formerly known as Highland Group Holdings Limited)	House of Fraser (UK & Ireland) Acquisitions Limited (formerly known as Highland Acquisitions Limited)	34,000,001 ordinary shares of £1.00 each
House of Fraser (UK & Ireland) Acquisitions Limited (formerly known as Highland Acquisitions Limited)	House of Fraser Limited	338,016,989 ordinary shares of £0.20 each
House of Fraser (UK & Ireland) Acquisitions Limited (formerly known as Highland Acquisitions Limited)	House of Fraser (Funding) Plc	50,000 ordinary shares of £1.00 each
House of Fraser Limited	House of Fraser (Storecard) Limited	58,600,001 ordinary shares of £1.00 each
House of Fraser (UK & Ireland) Acquisitions Limited	House of Fraser (Stores) Limited	1,179,600,000 ordinary shares of £0.10 each
House of Fraser (Storecard) Limited	House of Fraser (Finance) Limited	3,000,002 ordinary shares of £1.00 each

**INVESTMENTS**

<b>Name of Chargor which holds the investments</b>	<b>Name of issuer</b>	<b>Number and description of investments</b>
N/A	N/A	N/A

**SCHEDULE 4**  
**INTELLECTUAL PROPERTY**

**PART I**  
**PATENT AND PATENT APPLICATIONS**

None

**PART II**  
**TRADE MARKS AND TRADE MARK APPLICATIONS**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	Australia	BIBA	3, 4, 20, 24, 25, 35	1705948	17/11/2014
House of Fraser (Stores) Limited	Australia	CASA COUTURE	20, 24	1697535	14/11/2014
House of Fraser (Stores) Ltd.	Australia	CORSIVO	18, 25, 35	1682653	14/11/2014
House of Fraser (Stores) Ltd.	Australia	DICKINS & JONES	3, 4	1678971	17/11/2014
House of Fraser (Stores) Limited	Australia	DICKINS & JONES	18, 25, 35	1713996	22/12/2014
House of Fraser (Stores) Ltd.	Australia	GRAY & WILLOW	3, 4, 8, 9, 11, 14, 18, 20, 21, 24, 25, 35	1796575	18/03/2016
House of Fraser (Stores) Limited	Australia	HOUSE OF FRASER	16, 36	1694909	14/11/2014
House of Fraser (Stores) Ltd.	Australia	HOUSE OF FRASER	18, 25, 35	1525690	29/05/2012
House of Fraser (Stores) Limited	Australia	HOUSE OF FRASER	4, 14, 20, 24, 25	1820395	13/01/2017
House of Fraser (Stores) Limited	Australia	HOUSE OF FRASER (logo)	9, 16, 35, 36	1697431	17/11/2014
House of Fraser (Stores) Limited	Australia	HOWICK	18, 25, 35	1690453	14/11/2014

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	Australia	ISSA	3, 9, 14, 18, 24, 25, 35	1765864	20/04/2016
House of Fraser (Stores) Limited	Australia	ISSA	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1803712	11/05/2016
House of Fraser (Stores) Limited	Australia	J (& logo)	4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1769794	10/05/2016
House of Fraser (Stores) Limited	Australia	J JUNIPA (& logo)	4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1769798	10/05/2016
House of Fraser (Stores) Limited	Australia	JUNIPA	4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1769799	10/05/2016
House of Fraser (Stores) Limited	Australia	LABEL LAB	18, 25, 35	1701001	14/11/2014
House of Fraser (Stores) Limited	Australia	MAISON DE NIMES	18, 25, 35	1800951	24/03/2016
House of Fraser (Stores) Limited	Australia	THERAPY	18	1702592	14/11/2014
House of Fraser (Stores) Limited	Australia	THERAPY	18, 25	1843282	09/05/2017

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Ltd.	Australia	TURNER & SANDERSON	14, 18, 25, 35	1814675	01/07/2016
House of Fraser (Stores) Limited	Australia	UNTOLD	18, 25, 35	1696464	14/11/2014
House of Fraser (Stores) Limited	Bahrain	BIBA	18	80343	04/03/2010
House of Fraser (Stores) Limited	Bahrain	BIBA	20	80341	04/03/2010
House of Fraser (Stores) Limited	Bahrain	BIBA	21	80342	04/03/2010
House of Fraser (Stores) Limited	Bahrain	BIBA	25	80340	04/03/2010
House of Fraser (Stores) Limited	Bahrain	BIBA	35	116689	28/02/2017
House of Fraser (Stores) Limited	Bahrain	BIBA (Logo)	18	80348	04/03/2010
House of Fraser (Stores) Limited	Bahrain	BIBA (Logo)	20	80346	04/03/2010



<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	Bahrain	BIBA (Logo)	21	80347	04/03/2010
House of Fraser (Stores) Limited	Bahrain	BIBA (Logo)	25	80345	04/03/2010
House of Fraser (Stores) Limited	Bahrain	BIBA (Logo)	35	116690	28/02/2017
House of Fraser (Stores) Limited	Bahrain	CASA COUTURE	4	81015	19/04/2010
House of Fraser (Stores) Limited	Bahrain	CASA COUTURE	20	81014	19/04/2010
House of Fraser (Stores) Limited	Bahrain	CASA COUTURE	21	81013	19/04/2010
House of Fraser (Stores) Limited	Bahrain	CASA COUTURE	24	81012	19/04/2010
House of Fraser (Stores) Limited	Bahrain	HOUSE OF FRASER	18	80088	16/02/2010
House of Fraser (Stores) Limited	Bahrain	HOUSE OF FRASER	25	80089	16/02/2010

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	Bahrain	HOUSE OF FRASER	35	80090	16/02/2010
House of Fraser (Stores) Limited	Bahrain	HOWICK	18	81861	14/06/2010
House of Fraser (Stores) Limited	Bahrain	HOWICK	25	81862	14/06/2010
House of Fraser (Stores) Limited	Bahrain	ISSA	25	98057	28/05/2013
House of Fraser (Stores) Limited	Bahrain	LINEA	18	80091	16/02/2010
House of Fraser (Stores) Limited	Bahrain	LINEA	25	80092	16/02/2010
House of Fraser (Stores) Limited	Bahrain	THERAPY	18	81559	24/05/2010
House of Fraser (Stores) Limited	Bahrain	THERAPY	25	81560	24/05/2010
House of Fraser (Stores) Limited	Bahrain	UNTOLD	18	81863	14/06/2010
House of Fraser (Stores) Limited	Bahrain	UNTOLD	25	81864	14/06/2010

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	Brazil	BIBA (Logo)	18	840711484	Pending
House of Fraser (Stores) Limited	Brazil	BIBA (Logo)	25	840706987	Pending
House of Fraser (Stores) Limited	Brazil	BIBA (Logo)	35	840711476	Pending
House of Fraser (Stores) Limited	China	HOUSE OF FRASER	18, 25	1134494	29/05/2012
House of Fraser (Stores) Limited	China	HOUSE OF FRASER (in Chinese characters)	18	11810758	21/07/2014
House of Fraser (Stores) Limited	China	HOUSE OF FRASER (in Chinese characters)	25	11810757	14/05/2014
House of Fraser (Stores) Limited	China	HOUSE OF FRASER (in Chinese characters)	35	11810756	07/05/2014
House of Fraser (Stores) Limited	China	ISSA	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28	1314436	Pending
House of Fraser (Stores) Limited	China	ISSA	35	20259099	Pending
House of Fraser (Stores) Limited	China	J (& logo)	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1325654	Pending
House of Fraser (Stores) Limited	China	J JUNIPA (& logo)	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1314430	09/05/2016
House of Fraser (Stores) Limited	China	JUNIPA	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1314432	Pending
House of Fraser (Stores) Limited	China	MAISON DE NIMES	18, 25	1312644	24/03/2016

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	China	TURNER & SANDERSON	14, 18, 25	1322879	01/07/2016
House of Fraser (Stores) Ltd.	China	TURNER & SANDERSON	35	20959680	07/10/2017
House of Fraser (Stores) Limited	Denmark	LINEA	04, 08, 11, 16, 18, 20, 21, 24, 25, 27, 28, 35	VR200802471	30/06/2008
House of Fraser (Stores) Limited	Egypt	BIBA (Logo)	20	243481	23/03/2010
House of Fraser (Stores) Limited	Egypt	CASA COUTURE	4	238970	14/02/2013
House of Fraser (Stores) Limited	Egypt	HOUSE OF FRASER	18	238982	10/06/2013
House of Fraser (Stores) Limited	Egypt	HOUSE OF FRASER	25	238983	10/06/2013
House of Fraser (Stores) Limited	Egypt	HOUSE OF FRASER	35	238984	10/06/2013
House of Fraser (Stores) Limited	Egypt	LINEA	25	238981	14/02/2013
House of Fraser (Stores) Limited	Egypt	UNTOLD	18	238976	28/01/2013
House of Fraser (Stores) Limited	Egypt	UNTOLD	25	238977	02/04/2012
House of Fraser (Stores) Ltd.	EUTM	1849	3, 18, 25, 35	014437231	02/12/2015
House of Fraser (Stores) Ltd.	EUTM	A&N	18, 25, 35	013886321	06/08/2015
House of Fraser (Stores) Ltd.	EUTM	ADATTO	18, 24, 25, 35	013985981	03/11/2015
House of Fraser (Stores) Ltd.	EUTM	APOTHECARY (Logo)	3, 4	9213224	13/12/2010
House of Fraser (Stores) Limited	EUTM	ARMY & NAVY MOUNTAIN (Logo)	18, 25, 35	011858412	23/10/2013
House of Fraser (Stores) Ltd.	EUTM	BEROSO	18, 24, 25, 35	014391106	17/11/2015

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	EUTM	BIBA	02, 21, 24, 27	5297502	23/10/2009
House of Fraser (Stores) Limited	EUTM	BIBA	04, 30, 32, 34	5090196	08/10/2010
House of Fraser (Stores) Limited	EUTM	BIBA	3, 18, 20, 25, 35	17868945	Pending
House of Fraser (Stores) Limited	EUTM	BIBA (logo)	3, 4, 18, 20, 21, 24, 25, 35	16179831	19/04/2017
House of Fraser (Stores) Limited	EUTM	CLASH-PROOF	18	13239066	20/01/2015
House of Fraser (Stores) Limited	EUTM	CORSIVO	18, 24, 25, 35	11704525	29/08/2013
House of Fraser (Stores) Limited	EUTM	DICKINS & JONES	3	13462511	25/03/2015
House of Fraser (Stores) Limited	EUTM	DICKINS & JONES	04, 08, 11, 20, 21, 24	12874831	08/10/2014
House of Fraser (Stores) Limited	EUTM	DICKINS & JONES	14, 18, 25, 35	16925191	24/10/2017
House of Fraser (Stores) Limited	EUTM	EIGHTEEN FORTY NINE	3, 18, 25, 35	014444211	09/12/2015
House of Fraser (Stores) Limited	EUTM	FRASER HOME	4, 20, 21, 24, 25	014556666	22/01/2016
House of Fraser (Stores) Limited	EUTM	FRASER HOME	3, 8, 11, 26, 27, 35	014572812	27/01/2016
House of Fraser (Stores) Ltd.	EUTM	FRASER MONEY	9, 16, 35, 36	015085418	14/06/2016
House of Fraser (Stores) Ltd.	EUTM	GRAY & WILLOW	3, 4, 8, 9, 11, 14, 18, 20, 21, 24, 25, 35	13886528	06/08/2015
House of Fraser (Stores) Limited	EUTM	HOUSE OF FRASER	3, 4, 7, 8, 9, 11, 14, 16, 19, 20, 21, 24, 26, 27, 28, 30, 31, 33, 36	16925166	02/11/2017
House of Fraser (Stores) Ltd.	EUTM	HOUSE OF FRASER	18, 25, 35	10919223	25/10/2012

<b>Name of Chargor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	EUTM	HOWICK	18, 25	016179848	10/04/2017
House of Fraser (Stores) Ltd.	EUTM	ISSA	3, 9, 18, 24, 25	003950359	01/10/2008
House of Fraser (Stores) Ltd.	EUTM	ISSA	14, 35	007327001	09/06/2009
House of Fraser (Stores) Ltd.	EUTM	ISSA	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	015420185	04/10/2016
House of Fraser (Stores) Limited	EUTM	ISSA (logo)	18, 25, 35	16925174	24/10/2017
House of Fraser (Stores) Ltd.	EUTM	J (& logo)	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	015409188	14/10/2016
House of Fraser (Stores) Ltd.	EUTM	J JUNIPA (& logo)	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	015409212	13/10/2016
House of Fraser (Stores) Ltd.	EUTM	JUNIPA	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	015409139	14/10/2016
House of Fraser (Stores) Limited	EUTM	LABEL LAB	9, 18, 25, 35	15056492	18/03/2017
House of Fraser (Stores) Limited	EUTM	LADY IN ROSE (spots) (Logo)	25	11441011	01/05/2013
House of Fraser (Stores) Limited	EUTM	LADY IN ROSE (no spots) (Logo)	25	11440989	01/05/2013
House of Fraser (Stores) Limited	EUTM	LINEA STAG (Logo)	18, 25, 35	11424314	23/05/2014
House of Fraser (Stores) Ltd.	EUTM	LUCKY BY ISSA	3, 25, 35	007089485	31/05/2009
House of Fraser (Stores) Limited	EUTM	MAISON DE NIMES	18, 25, 35	014629166	24/02/2016
House of Fraser (Stores) Limited	EUTM	ROCK & WILDE	18, 25, 35	16842379	28/09/2017

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	EUTM	ROSE & WILDE	18, 25, 35	16842387	28/09/2017
House of Fraser (Stores) Limited	EUTM	SPECIFY	18, 25, 35	014822456	22/03/2016
House of Fraser (Stores) Limited	EUTM	STAG (logo)	35	17873979	Pending
House of Fraser (Stores) Limited	EUTM	THERAPY	18, 25, 35	16925182	Pending
House of Fraser (Stores) Limited	EUTM	TURNER & SANDERSON	14, 18, 25, 35	15497101	30/03/2017
House of Fraser (Stores) Ltd	EUTM	ARMY & NAVY (revised) (Logo)	18, 25, 35	11858421	23/10/2013
House of Fraser (Stores) Limited	EUTM	TWENTY BY 1	9, 14, 18, 25, 35	13986039	21/09/2015
House of Fraser (Stores) Limited	Guernsey	LINEA (Logo)	18, 24, 25	GGGT4932	13/02/1997
House of Fraser (Stores) Limited	Hong Kong	BIBA	4, 20, 21, 35	301452483	19/10/2009
House of Fraser (Stores) Limited	Hong Kong	BIBA (Logo)	14	199607358AA	27/05/1995
House of Fraser (Stores) Limited	Hong Kong	BIBA (Logo)	04, 20, 21, 35	301452492	19/10/2009
House of Fraser (Stores) Limited	India	BIBA	16, 18, 25	1325728	14/12/2004
House of Fraser (Stores) Limited	Ireland	BIBA	9	255170	13/09/2010
House of Fraser (Stores) Limited	Ireland	BIBA	18, 20, 21, 25	2010/00160	Pending
House of Fraser (Stores) Limited	Ireland	BIBA (Logo)	9	255171	13/09/2010
House of Fraser (Stores) Limited	Ireland	BIBA (Logo)	18, 20, 21, 25	2010/00159	Pending
House of Fraser (Stores) Limited	Ireland	CASA COUTURE	04, 20, 21, 24	241372	21/04/2009

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	Ireland	CRAZY WATER	25, 32	242014	30/07/2009
House of Fraser (Stores) Limited	Ireland	DICKINS & JONES	09, 14, 35	242564	13/11/2009
House of Fraser (Stores) Limited	Ireland	DICKINS & JONES	18, 25	243660	24/05/2010
House of Fraser (Stores) Limited	Ireland	FRASER BEAR	25, 28, 35	234353	06/06/2006
House of Fraser (Stores) Limited	Ireland	FRASERCARD	36	219935	07/11/2000
House of Fraser (Stores) Limited	Ireland	FRASER CLUB	09, 16, 35, 36	225208	01/07/2002
House of Fraser (Stores) Limited	Ireland	HOF	35	239201	06/05/2008
House of Fraser (Stores) Limited	Ireland	HOUSE OF FRASER	03, 18, 20, 21, 24, 25	219430	25/08/2000
House of Fraser (Stores) Limited	Ireland	HOUSE OF FRASER	35	219995	28/11/2000
House of Fraser (Stores) Limited	Ireland	HOUSE OF FRASER (logo)	36	236398	11/04/2007
House of Fraser (Stores) Limited	Ireland	HOWICK	09, 18	236399	20/04/2007
House of Fraser (Stores) Limited	Ireland	HOWICK	25, 35	232120	24/05/2005
House of Fraser (Stores) Limited	Ireland	LABEL LAB	09, 14, 18, 25, 35	243111	25/11/2009
House of Fraser (Stores) Limited	Ireland	LINEA	03, 04, 08, 09, 11, 14, 16, 18, 20, 21, 24, 25, 27, 28, 35	253889	16/10/2014
House of Fraser (Stores) Limited	Ireland	LINEA	21, 35	254248	16/10/2014
House of Fraser (Stores) Limited	Ireland	LINEA	04, 08, 11, 26, 27, 28	236580	14/05/2007
House of Fraser (Stores) Limited	Ireland	LINEA HOME	03, 04, 11, 20, 21, 24	223014	11/06/2001



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House of Fraser (Stores) Limited	Ireland	LINEA (Logo)	03, 04, 06, 08, 09, 11, 14, 16, 18, 20, 21, 24, 25	224714	07/03/2001
House of Fraser (Stores) Limited	Ireland	PLATINUM	25	228608	29/01/2001
House of Fraser (Stores) Limited	Ireland	PREVIEW BY HOUSE OF FRASER	03, 09, 14, 18, 25	222214	10/04/2001
House of Fraser (Stores) Limited	Ireland	RECOGNITION	09, 16, 35, 36	225209	01/07/2002
House of Fraser (Stores) Limited	Ireland	ROBERTSON LA	09, 14, 18, 25, 35	243059	13/01/2010
House of Fraser (Stores) Limited	Ireland	TEMPTATION ON EVERY LEVEL	35	239369	13/05/2008
House of Fraser (Stores) Limited	Ireland	TEST BED	25, 35	238723	07/02/2008
House of Fraser (Stores) Limited	Ireland	THEDEPARTM ENT (Logo)	14, 18, 25, 35	246535	12/12/2011
House of Fraser (Stores) Limited	Ireland	THERAPY	09, 18, 25	222450	29/01/2001
House of Fraser (Stores) Limited	Ireland	THERAPY (Logo)	03, 14, 35	223803	31/01/2001
House of Fraser (Stores) Limited	Ireland	THERAPY ADDICTION	09, 14, 18, 25, 35	242396	15/09/2009
House of Fraser (Stores) Limited	Ireland	UNTOLD	09, 14, 18, 25, 35	235018	11/05/2006
House of Fraser (Stores) Limited	Israel	BIBA	4	224554	15/06/2011
House of Fraser (Stores) Limited	Israel	BIBA	20	224552	09/01/2011
House of Fraser (Stores) Limited	Israel	BIBA	21	224551	09/01/2011
House of Fraser (Stores) Limited	Israel	BIBA	24	224550	09/01/2011

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House of Fraser (Stores) Limited	Israel	BIBA (Logo)	3	44907	12/10/1977
House of Fraser (Stores) Limited	Israel	BIBA (Logo)	4	224558	15/06/2011
House of Fraser (Stores) Limited	Israel	BIBA (Logo)	20	224561	09/01/2011
House of Fraser (Stores) Limited	Israel	BIBA (Logo)	21	224557	09/01/2011
House of Fraser (Stores) Limited	Israel	BIBA (Logo)	24	224560	09/01/2011
House of Fraser (Stores) Limited	Italy	BIBA	04, 20, 24, 35	1390868	16/12/2010
House of Fraser (Stores) Limited	Italy	BIBA (Logo)	03, 18, 21, 25	1260196	15/03/1971
House of Fraser (Stores) Limited	Italy	BIBA (Logo)	04, 20, 24, 35	1390871	16/12/2010
House of Fraser (Stores) Limited	Jersey	LINEA (Logo)	18, 24, 25	8134	07/08/2001
House of Fraser (Stores) Limited	Kuwait	BIBA	18	93518	22/03/2010
House of Fraser (Stores) Limited	Kuwait	BIBA	20	89139	22/03/2010
House of Fraser (Stores) Limited	Kuwait	BIBA	21	89140	22/03/2010
House of Fraser (Stores) Limited	Kuwait	BIBA	25	89141	22/03/2010
House of Fraser (Stores) Limited	Kuwait	BIBA	35	144182	14/06/2016
House of Fraser (Stores) Limited	Kuwait	BIBA (Logo)	18	93519	22/03/2010
House of Fraser (Stores) Limited	Kuwait	BIBA (Logo)	20	89142	22/03/2010
House of Fraser (Stores) Limited	Kuwait	BIBA (Logo)	21	89143	22/03/2010

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House of Fraser (Stores) Limited	Kuwait	BIBA (Logo)	25	89144	22/03/2010
House of Fraser (Stores) Limited	Kuwait	BIBA (Logo)	35	144181	14/06/2016
House of Fraser (Stores) Limited	Kuwait	CASA COUTURE	4	86881	08/12/2009
House of Fraser (Stores) Limited	Kuwait	CASA COUTURE	20	86882	08/12/2009
House of Fraser (Stores) Limited	Kuwait	CASA COUTURE	21	85630	08/12/2009
House of Fraser (Stores) Limited	Kuwait	CASA COUTURE	24	86883	08/12/2009
House of Fraser (Stores) Limited	Kuwait	HOUSE OF FRASER	18	85629	08/12/2009
House of Fraser (Stores) Limited	Kuwait	HOUSE OF FRASER	25	86879	08/12/2009
House of Fraser (Stores) Limited	Kuwait	HOUSE OF FRASER	35	86880	08/12/2009
House of Fraser (Stores) Limited	Kuwait	HOWICK	18	85631	08/12/2009
House of Fraser (Stores) Limited	Kuwait	HOWICK	25	86884	08/12/2009
House of Fraser (Stores) Limited	Kuwait	LINEA	18	85634	08/12/2009
House of Fraser (Stores) Limited	Kuwait	LINEA	25	86886	08/12/2009
House of Fraser (Stores) Limited	Kuwait	THERAPY	18	85633	08/12/2009
House of Fraser (Stores) Limited	Kuwait	THERAPY	25	93506	08/12/2009
House of Fraser (Stores) Limited	Kuwait	UNTOLD	18	85632	08/12/2009
House of Fraser (Stores) Limited	Kuwait	UNTOLD	25	86885	08/12/2009

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House of Fraser (Stores) Limited	Lebanon	BIBA	04, 18, 20, 21, 24, 25, 35	125137	19/11/2009
House of Fraser (Stores) Limited	Lebanon	BIBA (Logo)	3	98509	24/06/2004
House of Fraser (Stores) Limited	Lebanon	BIBA (Logo)	04, 18, 20, 21, 24, 25, 35	125138	19/11/2009
House of Fraser (Stores) Limited	WIPO	HOUSE OF FRASER	18, 25, 35	1134494	29/05/2012
House of Fraser (Stores) Limited	WIPO	BIBA	3, 4, 20, 24, 35	1255074	17/11/2014
House of Fraser (Stores) Limited	WIPO	CASA COUTURE	20, 24	1250023	14/11/2014
House of Fraser (Stores) Limited	WIPO	CORSIVO	18, 25, 35	1239782	14/11/2014
House of Fraser (Stores) Limited	WIPO	DICKINS & JONES	3, 4	1237992	17/11/2014
House of Fraser (Stores) Limited	WIPO	DICKINS & JONES	18, 25, 35	1260403	22/12/2014
House of Fraser (Stores) Limited	WIPO	GRAY & WILLOW	3, 4, 8, 9, 11, 14, 18, 20, 21, 24, 25, 35	1308457	18/03/2016
House of Fraser (Stores) Limited	WIPO	HOUSE OF FRASER (logo)	16, 36	1247201	14/11/2014
House of Fraser (Stores) Limited	WIPO	HOUSE OF FRASER	18, 25, 35	1134494	29/05/2012
House of Fraser (Stores) Limited	WIPO	HOUSE OF FRASER	9, 16, 35, 36	1249546	17/11/2014
House of Fraser (Stores) Limited	WIPO	HOWICK	18, 25, 35	1244154	14/11/2014
House of Fraser (Stores) Limited	WIPO	ISSA	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1314436	11/05/2016
House of Fraser (Stores) Limited	WIPO	J & DEVICE	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1325654	09/05/2016

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House of Fraser (Stores) Limited	WIPO	J JUNIPA & DEVICE	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1314430	09/05/2016
House of Fraser (Stores) Limited	WIPO	JUNIPA	3, 4, 8, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28, 35	1314432	09/05/2016
House of Fraser (Stores) Limited	WIPO	LABEL LAB	18, 25, 35	1251538	14/11/2014
House of Fraser (Stores) Limited	WIPO	LINEA	3, 4, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 35	1316377	18/03/2016
House of Fraser (Stores) Limited	WIPO	LINEA HOME	3, 4, 20, 21, 24, 35	1258111	17/11/2014
House of Fraser (Stores) Limited	WIPO	MAISON DE NIMES	18, 25, 35	1312644	24/03/2016
House of Fraser (Stores) Limited	WIPO	RECOGNITION (Card Design)	9, 16, 35, 36		Pending
House of Fraser (Stores) Limited	WIPO	THERAPY	18, 25, 35	1252489	14/11/2014
House of Fraser (Stores) Limited	WIPO	TURNER & SANDERSON	14, 18, 25, 35	1322879	01/07/2016
House of Fraser (Stores) Limited	WIPO	UNTOLD	18, 25, 35	1248328	14/11/2014
House of Fraser (Stores) Limited	Oman	BIBA	18	61694	03/05/2011
House of Fraser (Stores) Limited	Oman	BIBA	20	61695	03/05/2011
House of Fraser (Stores) Limited	Oman	BIBA	21	61696	03/05/2011
House of Fraser (Stores) Limited	Oman	BIBA	25	61693	03/05/2011
House of Fraser (Stores) Limited	Oman	BIBA (Logo)	18	61644	03/05/2011
House of Fraser (Stores) Limited	Oman	BIBA (Logo)	20	61646	03/05/2011

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House of Fraser (Stores) Limited	Oman	BIBA (Logo)	21	61645	03/05/2011
House of Fraser (Stores) Limited	Oman	BIBA (Logo)	25	61647	03/05/2011
House of Fraser (Stores) Limited	Oman	CASA COUTURE	4	62253	16/11/2011
House of Fraser (Stores) Limited	Oman	CASA COUTURE	20	62254	16/11/2011
House of Fraser (Stores) Limited	Oman	CASA COUTURE	21	62255	16/11/2011
House of Fraser (Stores) Limited	Oman	CASA COUTURE	24	62256	03/05/2011
House of Fraser (Stores) Limited	Oman	HOUSE OF FRASER	18	61493	03/05/2011
House of Fraser (Stores) Limited	Oman	HOUSE OF FRASER	25	61494	03/05/2011
House of Fraser (Stores) Limited	Oman	HOUSE OF FRASER	35	61495	03/05/2011
House of Fraser (Stores) Limited	Oman	HOWICK	18	63098	16/11/2011
House of Fraser (Stores) Limited	Oman	HOWICK	25	63099	16/11/2011
House of Fraser (Stores) Limited	Oman	LINEA	18	61496	03/05/2011
House of Fraser (Stores) Limited	Oman	LINEA	25	61497	03/05/2011
House of Fraser (Stores) Limited	Oman	THERAPY	18	62994	16/11/2011
House of Fraser (Stores) Limited	Oman	THERAPY	25	62995	16/11/2011
House of Fraser (Stores) Limited	Oman	UNTOLD	18	63097	16/11/2011
House of Fraser (Stores) Limited	Oman	UNTOLD	25	63096	16/11/2011

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House of Fraser (Stores) Limited	Qatar	BIBA	18	61337	21/03/2012
House of Fraser (Stores) Limited	Qatar	BIBA	20	61336	21/03/2012
House of Fraser (Stores) Limited	Qatar	BIBA	21	61332	21/03/2012
House of Fraser (Stores) Limited	Qatar	BIBA	25	61335	21/03/2012
House of Fraser (Stores) Limited	Qatar	BIBA	35	107352	22/10/2017
House of Fraser (Stores) Limited	Qatar	BIBA (Logo)	18	61339	21/03/2012
House of Fraser (Stores) Limited	Qatar	BIBA (Logo)	20	61340	21/03/2012
House of Fraser (Stores) Limited	Qatar	BIBA (Logo)	21	61334	21/03/2012
House of Fraser (Stores) Limited	Qatar	BIBA (Logo)	25	61333	21/03/2012
House of Fraser (Stores) Limited	Qatar	BIBA (logo)	35	107353	22/10/2017
House of Fraser (Stores) Limited	Qatar	CASA COUTURE	4	61927	28/05/2013
House of Fraser (Stores) Limited	Qatar	CASA COUTURE	20	61925	28/05/2013
House of Fraser (Stores) Limited	Qatar	CASA COUTURE	21	61926	29/05/2013
House of Fraser (Stores) Limited	Qatar	CASA COUTURE	24	61928	10/06/2013
House of Fraser (Stores) Limited	Qatar	HOUSE OF FRASER	18	61338	21/03/2012
House of Fraser (Stores) Limited	Qatar	HOUSE OF FRASER	25	61344	22/03/2012
House of Fraser (Stores) Limited	Qatar	HOUSE OF FRASER	35	61343	31/07/2013

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House of Fraser (Stores) Limited	Qatar	HOWICK	18	62859	10/06/2013
House of Fraser (Stores) Limited	Qatar	HOWICK	25	62858	28/05/2013
House of Fraser (Stores) Limited	Qatar	LINEA	18	61341	22/03/2012
House of Fraser (Stores) Limited	Qatar	LINEA	25	61342	29/03/2012
House of Fraser (Stores) Limited	Qatar	THERAPY	18	62385	28/05/2013
House of Fraser (Stores) Limited	Qatar	THERAPY	25	62386	28/05/2013
House of Fraser (Stores) Limited	Qatar	UNTOLD	18	62861	28/05/2013
House of Fraser (Stores) Limited	Qatar	UNTOLD	25	62860	28/05/2013
House of Fraser (Stores) Limited	Russia	HOUSE OF FRASER	18, 25, 35	1134494	29/05/2012
House of Fraser (Stores) Limited	Saudi Arabia	BIBA	20	1271/65	03/08/2011
House of Fraser (Stores) Limited	Saudi Arabia	BIBA	3	1438005487	08/04/2017
House of Fraser (Stores) Limited	Saudi Arabia	BIBA	4	1438005488	08/04/2017
House of Fraser (Stores) Limited	Saudi Arabia	BIBA	20	1438005489	08/04/2017
House of Fraser (Stores) Limited	Saudi Arabia	BIBA	21	1438005490	08/04/2017
House of Fraser (Stores) Limited	Saudi Arabia	BIBA	24	1438005491	08/04/2017
House of Fraser (Stores) Limited	Saudi Arabia	BIBA	-	Not yet filed	Not yet filed
House of Fraser (Stores) Limited	Saudi Arabia	BIBA	25	Not yet filed	Not yet filed



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House of Fraser (Stores) Limited	Saudi Arabia	BIBA (Logo)	20	1271/66	03/08/2011
House of Fraser (Stores) Limited	Saudi Arabia	BIBA (Logo)	21	1271/67	03/08/2011
House of Fraser (Stores) Limited	Saudi Arabia	CASA COUTURE	4	1364/62	06/05/2012
House of Fraser (Stores) Limited	Saudi Arabia	CASA COUTURE	20	143101018	31/03/2012
House of Fraser (Stores) Limited	Saudi Arabia	CASA COUTURE	21	1345/55	31/03/2012
House of Fraser (Stores) Limited	Saudi Arabia	CASA COUTURE	24	1345/56	31/03/2012
House of Fraser (Stores) Limited	Saudi Arabia	HOUSE OF FRASER	18	1368/59	05/06/2012
House of Fraser (Stores) Limited	Saudi Arabia	HOUSE OF FRASER	25	1350/21	09/04/2012
House of Fraser (Stores) Limited	Saudi Arabia	HOUSE OF FRASER	35	1233/71	01/03/2011
House of Fraser (Stores) Limited	Saudi Arabia	HOUSE OF FRASER BIBA	18	1438006517	16/04/2017
House of Fraser (Stores) Limited	Saudi Arabia	HOUSE OF FRASER BIBA	25	1438006518	16/04/2017
House of Fraser (Stores) Limited	Saudi Arabia	HOUSE OF FRASER BIBA	35	1438006519	16/04/2017
House of Fraser (Stores) Limited	Saudi Arabia	HOWICK	18	1323/25	17/01/2010
House of Fraser (Stores) Limited	Saudi Arabia	HOWICK	25	1205/44	03/11/2010
House of Fraser (Stores) Limited	Saudi Arabia	LINEA	18	1233/73	01/03/2011
House of Fraser (Stores) Limited	Saudi Arabia	UNTOLD	18	1233/72	01/03/2011
House of Fraser (Stores) Limited	Saudi Arabia	UNTOLD	25	1205/43	03/11/2010

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House of Fraser (Stores) Limited	Singapore	BIBA	04, 20, 21, 24, 35	T0912477G	30/10/2009
House of Fraser (Stores) Limited	Singapore	BIBA	25	T97125951	14/10/1997
House of Fraser (Stores) Limited	Singapore	BIBA (Logo)	04, 20, 21, 24, 35	T0912478E	30/10/2009
House of Fraser (Stores) Limited	United Arab Emirates	BIBA	25	136140	Pending
House of Fraser (Stores) Limited	United Arab Emirates	BIBA	3	263408	16/05/2016
House of Fraser (Stores) Limited	United Arab Emirates	BIBA	4	263409	16/05/2016
House of Fraser (Stores) Limited	United Arab Emirates	BIBA	20	263410	16/05/2016
House of Fraser (Stores) Limited	United Arab Emirates	BIBA	21	263420	16/05/2016
House of Fraser (Stores) Limited	United Arab Emirates	BIBA	24	263425	16/05/2016
House of Fraser (Stores) Limited	United Arab Emirates	BIBA (Logo)	25	139670	Pending
House of Fraser (Stores) Limited	United Arab Emirates	BIBA (Logo)	18	263442	16/05/2017
House of Fraser (Stores) Limited	United Arab Emirates	BIBA (Logo)	25	263443	Pending
House of Fraser (Stores) Limited	United Arab Emirates	BIBA (Logo)	35	263445	16/05/2017
House of Fraser (Stores) Limited	United Arab Emirates	CASA COUTURE	4	136205	23/11/2009
House of Fraser (Stores) Limited	United Arab Emirates	CASA COUTURE	20	160423	24/11/2011
House of Fraser (Stores) Limited	United Arab Emirates	CASA COUTURE	21	105533	05/07/2010
House of Fraser (Stores) Limited	United Arab Emirates	CASA COUTURE	24	136204	23/11/2009

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House of Fraser (Stores) Limited	United Arab Emirates	HOUSE OF FRASER	18	105531	05/07/2010
House of Fraser (Stores) Limited	United Arab Emirates	HOUSE OF FRASER	25	105876	07/07/2010
House of Fraser (Stores) Limited	United Arab Emirates	HOUSE OF FRASER	35	105532	05/07/2010
House of Fraser (Stores) Limited	United Arab Emirates	HOWICK	18	105534	05/07/2010
House of Fraser (Stores) Limited	United Arab Emirates	HOWICK	25	105535	05/07/2010
House of Fraser (Stores) Limited	United Arab Emirates	LINEA	18	104758	21/06/2010
House of Fraser (Stores) Limited	United Arab Emirates	LINEA	25	104759	21/06/2010
House of Fraser (Stores) Limited	United Arab Emirates	THERAPY	18	104756	21/06/2010
House of Fraser (Stores) Limited	United Arab Emirates	THERAPY	25	104757	21/06/2010
House of Fraser (Stores) Limited	United Arab Emirates	UNTOLD	18	104754	21/06/2010
House of Fraser (Stores) Limited	United Arab Emirates	UNTOLD	25	104755	21/06/2010
House of Fraser (Stores) Limited	UK	World of Food at House of Fraser	35	2318968	18/12/2002
House of Fraser (Stores) Limited	UK	BBYBIBA	3, 4, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 35	3120448	31/07/2015
House of Fraser (Stores) Limited	UK	BIBA	03, 14, 25	2011394	17/02/1995
House of Fraser (Stores) Limited	UK	BIBA	04, 20, 21, 24, 35	2528927	16/10/2009
House of Fraser (Stores) Limited	UK	BIBA	9	2511583	19/03/2009
House of Fraser (Stores) Limited	UK	BIBA	9	2558411	10/09/2010

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	UK	BIBA	18	1488125	17/01/1992
House of Fraser (Stores) Limited	UK	BIBA	25	1026956	20/03/1974
House of Fraser (Stores) Limited	UK	BIBA	18	3085664	11/12/2014
House of Fraser (Stores) Limited	UK	BIBA	3, 25	3081547	14/11/2014
House of Fraser (Stores) Limited	UK	BIBA	25	956342	09/03/1970
House of Fraser (Stores) Limited	UK	BIBA (Logo)	3, 4, 18, 20, 21, 24, 25, 35	3235684	06/06/2017
House of Fraser (Stores) Limited	UK	BIBA (Logo)	3, 4, 18, 20, 21, 24, 25, 35	3202792	16/12/2016
House of Fraser (Stores) Limited	UK	BIBA (Logo)	3	1021571	30/11/1973
House of Fraser (Stores) Limited	UK	BIBA (Logo)	04, 20, 21, 24, 35	2528980	16/10/2009
House of Fraser (Stores) Limited	UK	BIBA (Logo)	9	2558258	10/09/2010
House of Fraser (Stores) Limited	UK	BIBA (Logo)	18	1192742	23/03/1983
House of Fraser (Stores) Limited	UK	BIBA (Logo)	25	1035953	27/09/1974
House of Fraser (Stores) Limited	UK	CAFÉ ZEST	43	2367606	07/07/2004
House of Fraser (Stores) Limited	UK	CASA COUTURE	04, 20, 21, 24	2514007	20/04/2009
House of Fraser (Stores) Limited	UK	DICKINS & JONES	09, 14, 35	2531644	12/11/2009
House of Fraser (Stores) Limited	UK	DICKINS & JONES	18, 25	1324965	22/10/1987
House of Fraser (Stores) Limited	UK	DICKINS & JONES	20, 24	3240008	27/06/2017

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	UK	FLAT OUT	25	2151456	20/11/1997
House of Fraser (Stores) Limited	UK	FRASER BEAR	25, 28, 35	2423685	06/06/2006
House of Fraser (Stores) Limited	UK	FRASERCARD	36	1286013	01/10/1986
House of Fraser (Stores) Limited	UK	FRASERCLUB	09, 35	2229609	15/04/2000
House of Fraser (Stores) Limited	UK	FRASER MONEY	9, 16, 35, 36	3186448	19/09/2016
House of Fraser (Stores) Limited	UK	GRAY & WILLOW	8, 11, 20, 21, 24, 25, 35	3240294	28/06/2017
House of Fraser (Stores) Limited	UK	HENRY FOX (Logo)	25	1326285	07/11/1987
House of Fraser (Stores) Limited	UK	HOF	35	2486565	02/05/2008
House of Fraser (Stores) Limited	UK	HOUSE OF FRASER	03, 18, 20, 21, 24, 25	2206967	25/08/1999
House of Fraser (Stores) Limited	UK	HOUSE OF FRASER	04, 09, 14, 16, 27, 28, 31, 42	2220284	24/01/2000
House of Fraser (Stores) Limited	UK	HOUSE OF FRASER	35	2242905	18/08/2000
House of Fraser (Stores) Limited	UK	HOUSE OF FRASER	36	1286014	01/10/1986
House of Fraser (Stores) Limited	UK	HOUSE OF FRASER	7, 8, 11, 19, 26, 30, 31, 33, 36	3240006	27/06/2017
House of Fraser (Stores) Limited	UK	HOUSE OF FRASER Recognition and device (Series of 3)	09, 16, 35, 36	2450758A	26/03/2007
House of Fraser (Stores) Limited	UK	HOUSE OF FRASER Staff (Card design)	09, 16, 35, 36	2450758B	26/03/2007

<b>Name of Chargor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	UK	HOUSE OF FRASER TEMPTATION ON EVERY LEVEL	35	2508583	12/02/2009
House of Fraser (Stores) Limited	UK	HOWICK	09, 18	2453045	20/04/2007
House of Fraser (Stores) Limited	UK	HOWICK	25, 35	2392069	16/05/2005
House of Fraser (Stores) Limited	UK	ISSA	3, 18, 25	3003589	25/04/2013
House of Fraser (Stores) Limited	UK	ISSA (Logo)	18, 25, 35	3240007	27/06/2017
House of Fraser (Stores) Limited	UK	J (Logo)	4, 8, 20, 21, 24, 27	3240194	28/06/2017
House of Fraser (Stores) Limited	UK	JENNERS	25, 35, 36	2391239	06/05/2005
House of Fraser (Stores) Limited	UK	JENNERS (Logo)	25, 35, 36	2391773	12/05/2005
House of Fraser (Stores) Limited	UK	JUNIPA	4, 8, 20, 21, 24, 27	3240252	28/06/2017
House of Fraser (Stores) Limited	UK	LABEL LAB	09, 14, 18, 25, 35	2532234	20/11/2009
House of Fraser (Stores) Limited	UK	LABEL LAB (Logo)	18, 25	2219520	17/01/2000
House of Fraser (Stores) Limited	UK	LEAPING STAG (Logo)	35	2282693	09/10/2001
House of Fraser (Stores) Limited	UK	LINEA	03, 04, 08, 09, 11, 14, 16, 18, 20, 21, 24, 25, 27, 28, 35	3077120	15/10/2014
House of Fraser (Stores) Limited	UK	LINEA	04, 08, 11, 26, 27	2455163A	11/05/2007
House of Fraser (Stores) Limited	UK	LINEA	16, 20	2478336	30/01/2008
House of Fraser (Stores) Limited	UK	LINEA	28	2455163B	11/05/2007

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	UK	LINEA (Logo)	03, 09, 14, 16, 20, 21, 35	2299246	29/04/2002
House of Fraser (Stores) Limited	UK	LINEA DIRECTION	25	2218300	24/12/1999
House of Fraser (Stores) Limited	UK	LINEA HOME	03, 04, 21	2227174	24/03/2000
House of Fraser (Stores) Limited	UK	LINEA HOME	20, 24, 35	3081550	14/11/2014
House of Fraser (Stores) Limited	UK	LINEA HOME (Logo)	11, 20, 24	2233173	19/05/2000
House of Fraser (Stores) Limited	UK	LINEA HOME (Logo)	16, 18, 27, 28	2306008	23/07/2002
House of Fraser (Stores) Limited	UK	LINEA ITEMS	06, 08, 09, 14, 16, 18, 21	2200308	15/06/1999
House of Fraser (Stores) Limited	UK	LINEA (Logo)	18, 24, 25	2123671	13/02/1997
House of Fraser (Stores) Limited	UK	LINEA TRAVELLER	25	2212567	27/10/1999
House of Fraser (Stores) Limited	UK	LINEA VISION	9	2252577	13/11/2000
House of Fraser (Stores) Limited	UK	LINEATECH	25	2207260	31/08/1999
House of Fraser (Stores) Limited	UK	MAISON DE NIMES	18, 25, 35	3240276	28/06/2017
House of Fraser (Stores) Limited	UK	MYBIBA	03, 04, 08, 09, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 35	3120444	31/07/2015
House of Fraser (Stores) Limited	UK	PLATINUM	25	415709	30/05/1921
House of Fraser (Stores) Limited	UK	PREVIEW BY HOUSE OF FRASER	03, 09, 14, 18, 25	2266912	09/04/2001
House of Fraser (Stores) Limited	UK	RECOGNITION (Card design)	09, 16, 35, 36	2450758A	26/03/2007
House of Fraser (Stores) Limited	UK	RECOGNITION FRASERCARD	09, 16, 35, 36	2318793	16/12/2002

<b>Name of Chorgor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	UK	RECOGNITION HOUSE OF FRASER (Card design)	09, 35	2228392	06/04/2000
House of Fraser (Stores) Limited	UK	RF (Logo)	25	2213231	03/11/1999
House of Fraser (Stores) Limited	UK	ROBERTSON LA	09, 14, 18, 25, 35	2535944	12/01/2010
House of Fraser (Stores) Limited	UK	ROCK & WILDE	18, 25, 35	3237011	13/06/2017
House of Fraser (Stores) Limited	UK	ROSE & WILDE	18, 25, 35	3237020	13/06/2017
House of Fraser (Stores) Limited	UK	SALTBRIDGE	18, 25, 35	3125070	02/09/2015
House of Fraser (Stores) Limited	UK	SOFT SENSATION (Logo)	24	1515867	15/10/1992
House of Fraser (Stores) Limited	UK	SUNSCENE	09, 14, 18	2290399	18/01/2002
House of Fraser (Stores) Limited	UK	TEST BED	25, 35	2478335	30/01/2008
House of Fraser (Stores) Limited	UK	THE DEPARTMENT (Logo)	14, 18, 25	2604034	09/12/2011
House of Fraser (Stores) Limited	UK	THE DEPARTMENT (Logo)	16, 20	2302601	12/06/2002
House of Fraser (Stores) Limited	UK	THERAPY	09, 14, 18, 25, 35	2247059	29/09/2000
House of Fraser (Stores) Limited	UK	THERAPY	25	2233427	23/05/2000
House of Fraser (Stores) Limited	UK	THERAPY	25, 43	2232789	17/05/2000
House of Fraser (Stores) Limited	UK	THERAPY ADDICTION	09, 14, 18, 25, 35	2525004	01/09/2009
House of Fraser (Stores) Limited	UK	TURNER & SANDERSON	14, 18, 25, 35	3240301	28/06/2017



<b>Name of Chargor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No. / Application No.</b>	<b>Date of Registration / Application</b>
House of Fraser (Stores) Limited	UK	TWENTY BY 1	25, 35	2472627	19/11/2007
House of Fraser (Stores) Limited	UK	UNTOLD	09, 14, 18, 25, 35	2421057	05/05/2006
House of Fraser (Stores) Limited	UK	W WEEKENDER (Logo)	25	1469718	08/07/1991
House of Fraser (Stores) Limited	US	BIBA	20, 21, 24, 35	4094979	07/02/2012
House of Fraser (Stores) Limited	US	BIBA (Logo)	18	2578992	11/06/2002
House of Fraser (Stores) Limited	US	BIBA (Logo)	20, 21, 24, 35	4094980	07/02/2012
House of Fraser (Stores) Limited	US	BIBA (Logo)	25	3197460	09/01/2007
House of Fraser (Stores) Limited	US	BIBA (Logo)	3, 4	5479069	29/05/2018
House of Fraser (Stores) Limited	US	HOUSE OF FRASER	18, 25, 35	4340589	28/03/2013

**PART III**  
**REGISTERED DESIGNS AND APPLICATIONS FOR REGISTERED DESIGNS**

None

**PART IV**  
**COPYRIGHT WORKS AND UNREGISTERED DESIGNS NAME OF CHARGOR**

None

**PART V**  
**OTHER INTELLECTUAL PROPERTY OF THE CHARGOR**

None

**PART VI**  
**INTELLECTUAL PROPERTY LICENCES**

<b>Name of Chargor</b>	<b>Description of Intellectual Property Licences</b>	<b>Licensor</b>	<b>Date of Licence</b>	<b>Duration of Licence</b>
House of Fraser (Stores) Limited	Exclusive rights to manufacture and sell womenswear, women's accessories, home accessories, menswear and childrenswear	GRI Group Ltd	29/02/2008	Expires 31/01/2033
House of Fraser (Stores) Limited	Exclusive right to manufacture and sell menswear	Kenneth Cole Productions Inc	28/07/2011	Expires 31/12/2019 (with option to renew)
House of Fraser (Stores) Limited	Rights to manufacture and sell jewellery, luggage, furniture, cooking utensils, textiles and clothing	Dune Group Limited	06/10/2009	Original term expired 31/12/2015, contract now rolling unless terminated at 6 months' notice with 12 month set-off
House of Fraser (Stores) Limited	Rights to manufacture and sell kitchenware, dining and outdoor accessories	Valvona & Crolla Limited	07/08/2009	Expires 31/12/2019

**SCHEDULE 5  
EQUIPMENT**

**Name of Chargor**

**Description of Equipment**

None

None

**SCHEDULE 6  
BANK ACCOUNTS**

**PART I  
OPERATING ACCOUNTS**

<b>Name of Chargor</b>	<b>Account name</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code</b>
House of Fraser (Stores) Limited	HOF Head Office payment account	Barclays Bank PLC 1 Churchill Place, London, E14 5HP	73466035	20-00-00
House of Fraser (Stores) Limited	HOF MASTER ACCOUNT	Barclays Bank PLC 1 Churchill Place, London, E14 5HP	53878589	20-00-00
House of Fraser (Stores) Limited	HOUSE OF FRASER NO 1	HSBC 22 Victoria Street, London, SW1H 0NJ	20463841	40-05-30
House of Fraser (Stores) Limited	HOF STORES US DOLLAR	HSBC 22 Victoria Street, London, SW1H 0NJ	37339887	40-05-15
House of Fraser (Stores) Limited	EURO ACCT	HSBC 22 Victoria Street, London, SW1H 0NJ	39618566	40-05-15
House of Fraser (Stores) Limited	HOF STORES RMB (OFF)	HSBC 22 Victoria Street, London, SW1H 0NJ	57166016	40-05-15
House of Fraser (Stores) Limited	HOFS HO RECEIPTS	HSBC 22 Victoria Street, London, SW1H 0NJ	21378988	40-02-50
House of Fraser (Stores) Limited	HOF FOREIGN PAYMENTS	HSBC 22 Victoria Street, London, SW1H 0NJ	71378961	40-02-50
House of Fraser (Stores) Limited	HOFS PAYROLL	HSBC 22 Victoria Street, London, SW1H 0NJ	21378996	40-02-50
House of Fraser (Stores) Limited	HOF HSBC Bank	HSBC 22 Victoria Street, London, SW1H 0NJ	01425080	40-02-50

<b>Name of Chargor</b>	<b>Account name</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code</b>
House of Fraser (Stores) Limited	HOF Finance Ltd	HSBC 22 Victoria Street, London, SW1H 0NJ	01342681	40-02-50
House of Fraser (Stores) Limited	HOf Stores Rec	HSBC 22 Victoria Street, London, SW1H 0NJ	11366688	40-02-50
House of Fraser (Stores) Limited	HOF Master Account	HSBC 22 Victoria Street, London, SW1H 0NJ	21366629	40-02-50
House of Fraser (Stores) Limited	HOF Recharge	HSBC 22 Victoria Street, London, SW1H 0NJ	21366637	40-02-50
House of Fraser (Stores) Limited	Hof Payroll	HSBC 22 Victoria Street, London, SW1H 0NJ	21366645	40-02-50
House of Fraser (Stores) Limited	HOF HO Payment	HSBC 22 Victoria Street, London, SW1H 0NJ	61366653	40-02-50
House of Fraser (Stores) Limited	HOF Direct Debit	HSBC 22 Victoria Street, London, SW1H 0NJ	61366661	40-02-50
House of Fraser (Funding) PLC	HOF Funding	HSBC 22 Victoria Street, London, SW1H 0NJ	91345206	40-02-50
House of Fraser (Stores) Limited	Cash Receipts	Bank of Ireland Belfast City Branch 4-8 High Street Belfast BT1 2BA	85811055	90-21-27
House of Fraser (Stores) Limited	Cash receipts	Bank of Ireland Dundrum	75965608	90-10-15
House of Fraser (Stores) Limited	R/D cheques	Bank of Ireland, 2-3 Main Street, Dundrum, Dublin 14, D14 K4A9	75965958	90-10-15



<b>Name of Chargor</b>	<b>Account name</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code</b>
House of Fraser (Stores) Limited	Master account	Bank of Ireland Dundrum	75966205	90-10-15
House of Fraser (Stores) Limited	Direct debit a/s	Bank of Ireland, 2-3 Main Street, Dundrum, Dublin 14, D14 K4A9	75966272	90-10-15
House of Fraser (Stores) Limited	Local expenses	Bank of Ireland Dundrum	75966440	90-10-15
House of Fraser (Stores) Limited	not used	Bank of Ireland Dundrum  Bank of Ireland, 2-3 Main Street, Dundrum, Dublin 14, D14 K4A9	75966520	90-10-15
House of Fraser (Stores) Limited	Payroll	Bank of Ireland Dundrum  Bank of Ireland, 2-3 Main Street, Dundrum, Dublin 14, D14 K4A9	75966619	90-10-15
House of Fraser (Stores) Limited	Credit card receipts	Bank of Ireland Dundrum  Bank of Ireland, 2-3 Main Street, Dundrum, Dublin 14, D14 K4A9	80284188	90-10-15

**PART II**  
**BLOCKED ACCOUNTS**

<b>Name of Chargor</b>	<b>Name and address of institution at which account is held</b>	<b>Account Number</b>	<b>Sort Code</b>
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None

**SCHEDULE 7**  
**INSURANCE POLICIES AND MATERIAL CONTRACTS**

**PART I**  
**TYPE OF RISK INSURED**

<b>Name of Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Type of Risk Insured</b>
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	AFM	UK – UK807968  Ireland – FR820378	Property Damage / Business Interruption
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Lloyd's Underwriter Syndicate via Aon Global Broking Centre	CMCTR1891591	Terrorism

<b>Name of Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Type of Risk Insured</b>
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	AIG Europe Limited	21011181	Employers' Liability
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Chubb European Group Ltd	TBA	Excess Employers' Liability
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	AIG Europe Limited	21011181	Public / Products Liability

<b>Name of Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Type of Risk Insured</b>
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Chubb European Group Limited	10032CF17/0019	Excess Public / Products Liability
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	AIG Europe Limited	21031272	Motor Fleet
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Chubb European Group Limited	C7902426	Marine Freight

<b>Name of Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Type of Risk Insured</b>
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Chubb European Group Limited	1PCHU17-5094	Marine Cargo
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Royal & Sun Alliance Insurance plc	FR19342A	Crime
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Allianz Engineering	NZ/24539169	Engineering Inspection

<b>Name of Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Type of Risk Insured</b>
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Chubb European Group Limited & Others	18-PAT-0000003953	Group Personal Accident & Travel
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	AIG Europe Limited	33652332	Directors & Officers Liability
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	QBE Insurance & Others	015150/01/2018/0042	Excess Directors & Officers Liability

<b>Name of Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Type of Risk Insured</b>
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Chubb European Group Limited	82425531	Pension Trustees Liability
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Dual Corporate Risks Limited - 50% / QBE Insurance (Europe) Limited - 50%	DC-1338001712	Excess Pension Trustees Liability
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	Beazley	JCD06J16APPJ	Cyber Insurance



<b>Name of Chargor</b>	<b>Insurer</b>	<b>Policy Number</b>	<b>Type of Risk Insured</b>
House of Fraser (UK & Ireland) Acquisitions Limited, House of Fraser (UK & Ireland) Limited, House of Fraser (Storecard) Limited, House of Fraser (Stores) Limited and House of Fraser Limited	QBE Insurance (Europe) Limited	34031896	Excess Cyber Insurance
House of Fraser Limited	AIG Europe Limited	0039015709	Directors & Officers Liability Insurance (in respect of the House of Fraser 1985 Dissident Shareholders Trust)

**PART II**  
**MATERIAL CONTRACTS**

<b>Name of Chargor</b>	<b>Name of Counterparty Contract</b>	<b>Date of Contract</b>	<b>Description of Contract</b>
None			

**SCHEDULE 8  
FORMS OF NOTICES**

**PART I  
FORM OF COUNTERPARTY NOTICE**

To: *[insert name and address of counterparty]*

Dated: [•]

Dear Sirs

**Re: *[here identify the relevant Assigned Agreement/Hedging Agreement]* (the "Agreement")**

We notify you that, *[insert name of Chargor]* (the "**Chargor**") has [charged in favour of]/[assigned to] *[insert name of Security Agent]* (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [•] (the "**Debenture**"). All capitalised terms used but not defined in this notice shall have the same meaning assigned to that term in the Debenture.

We further notify you that:

1. the Chargor may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent unless such amendment is not prohibited to be made under the Senior Secured Finance Documents;
2. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent, who shall be able to exercise all remedies provided for in the Agreement or available at law or in equity;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request and to send copies of all notices issued by you under the Agreement to the Security Agent as well as us;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;

- (b) you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....  
for and on behalf of  
*[insert name of Chargor]*

To: *[insert name and address of Security Agent]*

Copy to: *[insert name and address of Chargor]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....  
for and on behalf of  
*[insert name of Counterparty]*

Dated:

**PART II**  
**FORM OF INSURANCE NOTICE**

To: *[insert name and address of insurance company]*

Dated: [•]

Dear Sirs

**Re:** *[here identify the relevant insurance policy(ies)]* (the "**Policies**")

We notify you that, *[insert name of Chargor]* (the "**Chargor**") has assigned to *[insert name of Security Agent]* (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [•] (the "**Debenture**"). All capitalised terms used but not defined in this notice shall have the same meaning assigned to that term in the Debenture.

We further notify you that:

1. the Chargor may not agree to amend or terminate the Policies without the prior written consent of the Security Agent unless such amendment is not prohibited under the Senior Secured Finance Documents;
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent, who shall be able to exercise all remedies provided for in the Debenture or available at law or in equity;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request and to send copies of all notices issued by you under the Policies to the Security Agent as well as us; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you [will note/have noted] the Security Agent's interest as first chargee on each of the Policies;
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;

- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days written notice;
- (e) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and(a)
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....  
for and on behalf of  
*[insert name of Chargor]*

*[On acknowledgement copy]*

To: *[insert name and address of Security Agent]*

Copy to: *[insert name and address of Chargor]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....  
for and on behalf of  
*[insert name of insurance company]*

Dated: [•]

**PART III**  
**FORM OF ACCOUNT NOTICE (OTHER THAN FOR A BLOCKED ACCOUNT)**

To: *[insert name and address of Account Bank]* (the "**Account Bank**")

Dated: [•]

Dear Sirs

**Re: The \_\_\_\_\_ Group of Companies - Security over Bank Accounts**

We notify you that *[insert name of Chargor(s)]* (each a "**Chargor**", together the "**Chargors**") charged to *[insert name of Security Agent]* (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts by way of a debenture dated [•].

1. We irrevocably authorise and instruct you:
  - (a) promptly following receipt of written instructions from the Security Agent (i) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and (ii) to pay all or any part of those monies to the Security Agent (or as it may direct); and
  - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
  - (a) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts until such time as the Security Agent shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn; and
  - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

#### **Schedule**

<b>Customer</b>	<b>Account Number</b>	<b>Sort Code</b>
N/A	N/A	N/A

Yours faithfully,

.....  
for and on behalf of  
*[Insert name of Chargor]*  
as agent for and on behalf of  
all of the Customers



*[On acknowledgement copy]*

To: *[Insert name and address of Security Agent]*

Copy to: *[Insert name of Chargor]* (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....  
for and on behalf of  
*[Insert name of Account Bank]*

Dated: [•]

**PART IV**  
**FORM OF ACCOUNT NOTICE (BLOCKED ACCOUNT)**

To: *[insert name and address of Account Bank]* (the "**Account Bank**")

Dated: [•]

Dear Sirs

**Re: The \_\_\_\_\_ Group of Companies - Security over Bank Accounts**

We notify you that *[insert name of Chargor]* (the "**Chargor**") and certain other companies identified in the schedule to this notice (together the "**Customers**") charged to *[insert name of Security Agent]* (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts by way of a debenture dated [•].

1. We irrevocably authorise and instruct you:
  - (a) promptly following receipt of written instructions from the Security Agent (i) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and (ii) to pay all or any part of those monies to the Security Agent (or as it may direct); and
  - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
  - (a) the Customers may not withdraw any monies from the Charged Accounts without first having obtained the prior written consent of the Security Agent or otherwise in accordance with the Senior Secured Finance Documents; and
  - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
  - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the

Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

**Schedule**

<b>Customer</b>	<b>Account Number</b>	<b>Sort Code</b>
N/A	N/A	N/A

Yours faithfully,

.....  
for and on behalf of  
*[Insert name of Chargor]*  
as agent for and on behalf of  
all of the Customers

*[On acknowledgement copy]*

To: *[Insert name and address of Security Agent]*

Copy to: *[Insert name of Chargor]* (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....  
for and on behalf of  
*[Insert name of Account Bank]*

Dated: [•]

**SCHEDULE 9**  
**FORM OF SECURITY ACCESSION DEED**

**THIS SECURITY ACCESSION DEED** is made on [•] **BETWEEN:**

- (1) \_\_\_\_\_, a company incorporated in [England and Wales/Scotland] with registered number \_\_\_\_\_ (the "**New Chargor**"); and
- (2) \_\_\_\_\_, as security trustee for itself and the other Secured Parties (the "**Security Agent**").

**RECITAL:**

This deed is supplemental to a debenture dated [•] between, amongst others, the Parent, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

**NOW THIS DEED WITNESSES** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Unless otherwise defined herein, terms defined in the Debenture shall have the same meaning when used in this deed.

**1.2. Construction**

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this Debenture, but as if references in those clauses to the Debenture were references to this Debenture.

**2. ACCESSION OF NEW CHARGOR**

**2.1 Accession**

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

**2.2 Covenant to pay**

The New Chargor as primary obligor covenants with and undertakes to the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay the Secured Obligations on demand of the Security Agent, provided that the relevant Secured Obligations owed by it have fallen due for payment.

**2.3 Specific Security**

The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets,

both present and future, from time to time owned by it or in which it has an interest subject to Clause 3.5 of the Debenture:

- (a) by way of first legal mortgage, all Property now belonging to or vested in it and all corresponding Related Rights;
- (b) by way of first equitable mortgage, all the Shares and Investments and all corresponding Related Rights;
- (c) by way of fixed charge:
  - (i) all other interests (not effectively charged under Clause 2.3(a) in any Property now or subsequently belonging to it and the benefit of all other agreements relating to land and all corresponding Related Rights;
  - (ii) all of its rights, title and interest in the Intellectual Property and all corresponding Related Rights;
  - (iii) all of its right, title and interest in the Equipment and all corresponding Related Rights;
  - (iv) all its Trading Receivables and all its rights and claims against third parties and against any security in respect of those Trading Receivables and all corresponding Related Rights;
  - (v) all its Other Debts and all its rights and claims against third parties and against any security in respect of those Other Debts and all corresponding Related Rights;
  - (vi) all monies standing to the credit of the Blocked Accounts, Operating Accounts and any other accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts and all corresponding Related Rights;
  - (vii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets;
  - (viii) its goodwill and uncalled capital; and
  - (ix) all its rights, title and interest in (and claims under) any contract or agreement to which that Chargor is a party including, if not effectively assigned by Clause 3.3 (*Security Assignment*), the Hedging Agreements, the Insurance Policies and the Assigned Agreements and all corresponding Related Rights.

## 2.4 Floating charge

As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 3.1 (*Specific Security*) or assigned under Clause 3.3 (*Security Assignment*).

## **2.5 Security Assignment**

As further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Hedging Agreements;
- (b) the Insurance Policies; and
- (c) the Assigned Agreements,

and all corresponding Related Rights, subject in each case to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations. To the extent that any Hedging Agreement, Insurance Policy or Assigned Agreement described in Clause 2.5 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such New Chargor to any proceeds of such Hedging Agreement, Insurance Policy or Assigned Agreement.

## **3. CONSENT OF EXISTING CHARGORS**

The Parent on behalf of the existing Chargors agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the security granted by each of them under (and covenants and undertakings given by each of them in) the Debenture.

## **4. CONSTRUCTION OF DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

## **5. NOTICES**

The New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as follows:

Address: [•]

Facsimile: [•]

Attention: [•]

## **6. COUNTERPARTS**

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

## **7. GOVERNING LAW**

- (a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.

- (b) Subject to paragraphs (c) and (d) below, the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed) or any non-contractual obligation arising out of or in connection with this deed (a "**Dispute**"). In that regard, the Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (b) above, and subject to paragraph (d) below, the Parties agree that the courts of Scotland shall have non-exclusive jurisdiction in relation to any Dispute arising out of or in connection with any floating charge granted by a Scottish Company.
- (d) This Clause 7 is for the benefit of the Secured Parties only. As a result, and notwithstanding paragraphs (b) and (c) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS** whereof this deed has been duly executed and delivered on the date first above written.



## SIGNATORIES TO DEED OF ACCESSION

### THE NEW CHARGOR

**EXECUTED as a DEED** by

*[Name of New Chargor]* acting by:

\_\_\_\_\_ as Director: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: [•]

Occupation: \_\_\_\_\_

### Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]

### THE PARENT

**EXECUTED as a DEED** by

[•] acting by:

\_\_\_\_\_ as Director: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**THE SECURITY AGENT**

**EXECUTED as a DEED by**

[•] acting by:

\_\_\_\_\_ as Authorised Signatory: \_\_\_\_\_

\_\_\_\_\_ as Authorised Signatory: \_\_\_\_\_

**SCHEDULES TO DEED OF ACCESSION**

**SCHEDULE 1**

**PROPERTIES**

[•]

**SCHEDULE 2**

**SHARES AND INVESTMENTS**

[•]

**SCHEDULE 3**

**INTELLECTUAL PROPERTY**

[•]

**SCHEDULE 4 EQUIPMENT**

[•]

**SCHEDULE 5**

**BANK ACCOUNTS**

[•]

**SCHEDULE 6**

**INSURANCE POLICIES**

[•]

**SCHEDULE 10**  
**BATH LEASES**

<b>Description</b>	<b>Freehold/leasehold</b>	<b>Title number</b>
Ground, First, Second and Third Floors, 9 -14 Milsom Street, Bath BA1 1DD	Leasehold	ST294240
<p>Together:</p> <p>a) the basement store within the building known as 9-14 Milsom Street, Bath ("the Building") and the staircase and stairwell leading to the ground floor of the Building shown edged red on the annexed plan numbered 216309/MS2A; and</p> <p>b) the premises on the first floor of the Building shown edged red on the annexed plan numbered 216309/MS3 being a meter cupboard immediately adjoining that part of the Premises shown edged blue on the said plan numbered 216309/MS3 including:</p> <ol style="list-style-type: none"> <li>1. the plaster paint paper and other decorative finishes applied within the interior of the premises to the external walls of the Building but not any other part of the external walls (if any);</li> <li>2. the plaster paint paper and other decorative finishes applied to any load bearing internal walls or structures either wholly within the premises or which divide the premises from other parts of the Building or from any adjoining building;</li> <li>3. the whole of the non-load bearing internal walls or structures wholly within the premises including the plaster paint paper and other decorative finishes applied thereto;</li> <li>4. the floorboards and floor finishes but not the load-bearing members of a floor;</li> <li>5. the ceiling plaster work and finishes so that the upper limit of the Premises includes such plaster and finishes but does not extend to anything above them or to any pipes or other apparatus which exclusively serves any adjoining premises of the Landlord;</li> <li>6. the inner half severed medially of the internal non-load-bearing walls dividing the premises from other parts of the Building</li> </ol>	Leasehold	Forms part of ST294248
<p>The whole of the property known as 6 &amp; 7 John Street Bath as shown:</p> <p>a) edged red on the annexed plan numbered 216310/JS1A; and</p> <p>b) (by reference to the existing building at ground floor level) edged red on the annexed plan numbered JS05A including all and any part of such property and additions thereto</p>	Leasehold	Forms part of ST294248
<p>The whole of the premises known as 8/9 Old King Street Bath:</p> <p>a) the basement level of which is shown edged red on the annexed plan numbered OKS06; and</p> <p>b) the ground floor level of which is shown edged</p>	Leasehold	Forms part of ST294248

Description	Freehold/leasehold	Title number
red on the annexed plan numbered OKS07A; and c) the first floor level of which is shown edged red on the annexed plan numbered OKS08; and d) the second floor level of which is shown edged red on the annexed plan numbered OKS09; and e) the third floor level of which is shown edged red on the annexed plan numbered OKS10.		

## SIGNATORIES TO DEBENTURE

### THE CHARGORS

**EXECUTED as a DEED by**  
**HOUSE OF FRASER (UK & IRELAND) ACQUISITIONS LIMITED** acting by a director  
in the presence of:

Signature of Director:

Signature of witness:

Name (BLOCK CAPITALS):

SONAM CHEEMA

Address:

Freshfields Bruckhaus Deringer LLP  
65 Fleet Street  
London  
EC4Y 1HS

### Notice Details

Address: 27 Baker Street  
London W1U 8AH  
United Kingdom

Facsimile: 020 7003 4921

Attention: The Finance Director and the Company Secretary

**EXECUTED as a DEED by**  
**HOUSE OF FRASER (STORES) LIMITED** acting by a director in the presence of:

Signature of Director:

Signature of witness:

Name (BLOCK CAPITALS):

Sonam Cheema

Address:

Freshfields Bruckhaus Deringer LLP  
65 Fleet Street  
London  
EC4Y 1HS

**Notice Details**

Address: 27 Baker Street  
London W1U 8AH  
United Kingdom

Facsimile: 020 7003 4921

Attention: The Finance Director and the Company Secretary

**EXECUTED** as a **DEED** by  
**HOUSE OF FRASER (FUNDING) PLC** acting by a director in the presence of:

Signature of Director:

Signature of witness:

Name (BLOCK CAPITALS):

Sonam Cheema

Address:

~~Freshfields Bruckhaus Deringer LLP~~  
65 Fleet Street  
London  
EC4Y 1HS

**Notice Details**

Address: 27 Baker Street  
London W1U 8AH  
United Kingdom

Facsimile: 020 7003 4921

Attention: The Finance Director and the Company Secretary



**EXECUTED as a DEED by**  
**HOUSE OF FRASER (UK & IRELAND) LIMITED** acting by a director in the presence of:

Signature of Director:

Signature of witness:

Name (BLOCK CAPITALS):

SONAM CHEEMA

Address:

Freshfields Bruckhaus Deringer LLP  
65 Fleet Street  
London  
EC4Y 1HS

**Notice Details**

Address: 27 Baker Street  
London W1U 8AH  
United Kingdom

Facsimile: 020 7003 4921

Attention: The Finance Director and the Company Secretary

**EXECUTED as a DEED by**  
**HOUSE OF FRASER (FINANCE) LIMITED** acting by a director in the presence of:

Signature of Director:

Signature of witness:

Name (BLOCK CAPITALS):

SOWAM CHEEMA

Address:

Freshfields Bruckhaus Deringer LLP  
65 Fleet Street  
London  
EC4Y 1HS

**Notice Details**

Address: 27 Baker Street  
London W1U 8AH  
United Kingdom

Facsimile: 020 7003 4921

Attention: The Finance Director and the Company Secretary

**EXECUTED as a DEED by**  
**HOUSE OF FRASER (STORECARD) LIMITED** acting by a director in the presence of:

Signature of Director:

Signature of witness:

Name (BLOCK CAPITALS):

SONAM CHEEMA

Address:

Freshfields Bruckhaus Deringer LLP

65 Fleet Street

London

EC4Y 1HS

**Notice Details**

Address: 27 Baker Street  
London W1U 8AH  
United Kingdom

Facsimile: 020 7003 4921

Attention: The Finance Director and the Company Secretary

**EXECUTED as a DEED by**  
**HOUSE OF FRASER LIMITED** acting by a director in the presence of:

Signature of Director:

Signature of witness:

Name (BLOCK CAPITALS):

SONAM CHEEMA

Address:

~~— Freshfields Bruckhaus Deringer LLP~~  
65 Fleet Street  
London  
EC4Y 1HS

**Notice Details**

Address: 27 Baker Street  
London W1U 8AH  
United Kingdom

Facsimile: 020 7003 4921

Attention: The Finance Director and the Company Secretary

**THE SECURITY AGENT**

**EXECUTED as a DEED by**  
**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** acting by:

Name: Luke Ashby  
Authorised Signatory

Title: \_\_\_\_\_

Witness signature: \_\_\_\_\_

Name: \_\_\_\_\_

Andrea Stevenson  
Authorised Signatory

Address: \_\_\_\_\_

HSBC Bank plc  
8 Canada Square  
London  
E14 5HQ

Occupation: \_\_\_\_\_

**Notice Details**

Address: 8 Canada Square, London E14 5HQ

Facsimile: +44 (0) 20 7991 4350

Attention: CTLA Trustee Services Administration