



Registration of a Charge

Company name: **FIFTHGRANGE LIMITED**

Company number: **04071712**



X7ISF1WA

Received for Electronic Filing: **15/11/2018**

Details of Charge

Date of creation: **09/11/2018**

Charge code: **0407 1712 0003**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description: **SEE CLAUSE 3.1 OF THE DEBENTURE, WHICH CREATES A FIXED CHARGE OVER ANY RIGHT, TITLE OR INTEREST WHICH THE COMPANY HAS NOW OR MAY SUBSEQUENTLY ACQUIRE TO OR IN ANY LAND (AS DEFINED IN THE DEBENTURE) SEE CLAUSE 3.9 OF THE DEBENTURE, WHICH CREATES A FIXED CHARGE OVER ALL INTELLECTUAL PROPERTY RIGHTS (AS DEFINED IN THE DEBENTURE) (INCLUDING ALL FEES, ROYALTIES AND OTHER RIGHTS OF EVERY KIND RELATING TO OR DERIVING FROM SUCH RIGHTS) SUCH AS: COUNTRY MARK STATUS APP NO. APP DATE REG NO. UNITED KINGDOM APOTMENTS REGISTERED 2544622 14-APR-2010 2544622 UNITED KINGDOM COMPOT REGISTERED 2312248 03-OCT-2002 2312248 HONG KONG DURACOAT REGISTERED 300974160 16-OCT-2007 300974160 PLEASE ALSO SEE SCHEDULE 6 (SPECIFIED INTELLECTUAL PROPERTY) WITHIN THE DEBENTURE FOR FURTHER DETAILS (THIS SCHEDULE INCLUDES FURTHER CHARGED INTELLECTUAL PROPERTY RIGHTS).**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4071712

Charge code: 0407 1712 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th November 2018 and created by FIFTHGRANGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th November 2018 .

Given at Companies House, Cardiff on 19th November 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CONFIDENTIAL

EXECUTION VERSION

Dated 9 November 2018

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

and

**Wells Fargo Capital Finance (UK) Limited
(as Security Trustee)**

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

Norton Rose Fulbright LLP
Sign & Dated 14/11/2018

Debenture

 **NORTON ROSE FULBRIGHT**

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Debenture

Dated 9 November 2018

Between

- (1) **HHGL Limited** registered in England with number 00533033 (the **Company**);
- (2) **The Companies** (if any) identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **Wells Fargo Capital Finance (UK) Limited**, registered in England with number 2656007, as agent and trustee for the Secured Parties (the **Security Trustee**).

Recitals

- (A) The Lenders have agreed to make the Facility available on the terms of the Facility Agreement.
- (B) The Chargors enter into this Deed to secure the repayment and satisfaction of the Secured Liabilities.
- (C) The Chargors and the Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand.

It is agreed:

1 Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Blocked Accounts means the bank accounts of the Chargors specified in Part I of Schedule 5 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Security Trustee may designate or approve.

Book Debts means (other than in respect of any Non-Vesting Debts, Purchased Receivables or any utilisation of the facility provided pursuant to the Shareholder Loan Agreement):

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

Charged Accounts means the Blocked Accounts and the Other Accounts.

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

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

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

Facility Agreement means the facility agreement dated on or about the date of this Deed and made between HHGL Limited and others (as Borrowers and/or Guarantors) and Wells Fargo Capital Finance (UK) Limited (as Original Lender, Arranger, Agent and Security Trustee).

Indemnified Party means the Security Trustee, the other Secured Parties, any Receiver and their respective officers and employees.

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

Intellectual Property Rights means:

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

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

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

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

Non-Vesting Debts means any Receivables which are required or purported to be Purchased Receivables pursuant to the Facility Agreement but which do not, for any reason, vest absolutely and effectively in the Agent (as trustee for the Lenders) from time to time.

Other Accounts means the bank accounts of the Chargors specified in Part II of Schedule 5 (*Charged Accounts*) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargors as the Security Trustee may designate or approve.

Receiver means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted

by law to appoint an administrative receiver, includes an administrative receiver.

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

Secured Liabilities means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Secured Parties under the Finance Documents except for any obligation which, if it were so included, would result in a contravention of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006 (or its equivalent in any other jurisdiction).

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

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Liabilities have been irrevocably and unconditionally satisfied in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the facilities provided under the Facility Agreement in relation to any Obligor.

Shares means all shares held by any Chargor in its Subsidiaries.

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

Subsidiary means:

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

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

1.2 Construction

- (a) Any reference in this Deed to:
 - (i) **assets** includes present and future properties, revenues and rights of every description;
 - (ii) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration;
 - (iii) any **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
 - (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or

contingent;

- (v) a **person** includes one or more of that person's assigns, transferees or successors in title, delegates, sub-delegates and appointees (in the case of a Chargor only, in so far as such assigns, transferees or successors in title, delegates, sub-delegates and appointees are permitted in accordance with the Finance Documents) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
- (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (vii) a **guarantee** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (viii) a provision of law is a reference to that provision as amended or re enacted;
- (ix) words importing the singular shall include the plural and vice versa.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) An Event of Default is continuing if it has not been waived.
- (d) Capitalised terms defined in the Facility Agreement have the same meaning when used in this Deed unless the context requires otherwise.
- (e) The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) Each of the charges in Clause 3 (*Creation of Security*) over each category of the assets, each asset and each sub-category of each asset specified in such clause shall be read and construed separately, as though each such category, asset and sub-category were charged independently and separately of each other and shall apply to both present and future assets.
- (g) If any amount paid by any Chargor and/or in connection with the satisfaction of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purpose of this Deed.

2 Covenant to pay

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

3 Creation of Security

3.1 Land

Each Chargor charges:

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

3.2 Shares

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

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

3.3 Investments

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

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.4 Equipment

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

3.5 Book Debts

Each Chargor charges by way of fixed charge:

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

3.6 Non-Vesting Debts

Each Borrower charges by way of fixed charge:

- (a) its Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Borrower; and
- (b) the benefit of all rights, Security Interests and guarantees of whatsoever nature enjoyed

or held by it in relation to anything referred to in paragraph (a) above.

3.7 Blocked Accounts

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

3.8 Barclays Cash Collateral Accounts

Subject to the terms of the Barclays Deed of Priority, the Company charges by way of fixed charge all of its right, title and interest (if any) in and to the Barclays Cash Collateral Accounts and all monies standing to the credit of the Barclays Cash Collateral Accounts and the debts represented by them.

3.9 Intellectual Property Rights

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

3.10 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.11 Uncalled capital

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

3.12 Authorisations

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

3.13 Insurance

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

3.14 Other assets

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

3.15 Trust

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

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

then:

- (A) subject to paragraph (c), the relevant Chargor shall apply for the consent or waiver; and
- (B) the relevant Chargor shall use all reasonable endeavours to satisfy the condition,

as soon as reasonably practicable after the date of this Deed or, if the Security Asset is acquired after the date of this Deed, as soon as reasonably practicable after the date of acquisition.

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

4 Nature of Security Created

The Security Interests created under this Deed are created:

- (a) as a continuing security and will extend for the ultimate balance of sums payable in connection with the Secured Liabilities regardless of any intermediate payment or discharge in whole or part;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by any Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as agent and trustee for the Secured Parties; and
- (d) with full title guarantee.

5 Restrictions

No Chargor shall:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by this Deed; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by clause 3.14 (*Other assets*), as permitted under the Facility Agreement or with the consent of the Security Trustee.

6 Conversion of Floating Charge

6.1 Conversion on notice

Subject to Clause 6.2 (*Limitation*), the Security Trustee may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) the Security Trustee (acting reasonably and with regard for all relevant circumstances) considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

6.2 Limitation

Clause 6.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

6.3 Automatic conversion

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

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

7 Representations and Warranties

7.1 Making of representations

Each Chargor makes the representations and warranties set out in this Clause 7 to the Security Trustee and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and are deemed to be repeated by the Chargors throughout the Security Period on those dates on which the representations and warranties are to be repeated in accordance with clause 20.21 (*Repetition*) of the Facility Agreement with reference to the facts and circumstances then existing.

7.2 Capacity

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

7.3 Title

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

7.4 Security

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

7.5 Land

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

7.6 Shares

(a) All Shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 4 (*Shares*).

(b) All of the Shares and, to the extent applicable, all Investments are fully paid.

7.7 Specified Intellectual Property

The details of the Specified Intellectual Property appearing or referred to in Schedule 6 (*Specified Intellectual Property*):

(a) are true, accurate, and complete in all material respects as at the date of this Deed; and

(b) as at the date of this Deed no Chargor is the owner of any interest in any other registered Intellectual Property Rights which are not identified in that Schedule.

8 Undertakings

8.1 Duration

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

8.2 Book debts and receipts

Each Chargor shall collect and realise its Book Debts and other monies and receipts and, save to the extent that the Security Trustee otherwise agrees in writing:

(a) pay the proceeds of any Book Debts into a Blocked Account (in the case of each Borrower) or an Other Account (in the case of any other Chargor);

(b) in the case of each Borrower, pay the proceeds of any Non-Vesting Debts into a Blocked

Account; and

- (c) pending such payment into a Blocked Account, hold the proceeds thus realised upon trust for the Security Trustee.

8.3 Blocked Account Arrangements

Each Borrower shall, within 30 days of the date of this Deed or, in respect of any Blocked Account opened after the date falling 30 days after the date of this Deed, promptly following the opening of such Blocked Account:

- (a) serve notice upon the bank at which each Blocked Account is opened (in respect of the relevant Blocked Accounts) in substantially the form set out in Part I of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*);
- (b) procure the relevant bank returns the acknowledgement in substantially the form set out in Part II of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Security Trustee in its absolute discretion; and
- (c) simultaneously with the delivery of the notice and acknowledgement required by paragraphs (a) and (b) above, deliver to the Security Trustee a fixed charge over its Blocked Accounts, Book Debts and Non-Vesting Debts.

8.4 Operation of Blocked Accounts

Until the security constituted by this Deed is discharged, no Borrower shall be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account and shall not take any action, claim or proceedings against the Security Trustee or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account.

8.5 Other Account Arrangements

Each Chargor shall promptly upon the execution of this Deed or, in respect of any Other Account opened after the date of this Deed, promptly following the opening of such Other Account:

- (a) serve notice upon the bank at which each Other Account is opened (in respect of the relevant Other Accounts) in substantially the form set out in Part III of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*); and
- (b) use reasonable endeavours to procure the relevant bank returns the acknowledgement in substantially the form set out in Part IV of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Security Trustee in its absolute discretion.

8.6 Operation of Other Accounts

Until notified by the Security Trustee in writing to the contrary, the Chargors shall be entitled to operate the Other Accounts PROVIDED THAT:

- (a) the Other Accounts each retain a credit or zero balance at all times;
- (b) the Chargors shall not and shall procure that no other person shall deposit or transfer any monies into the Other Accounts other than those transferred from the Blocked Account or any Other Account or any utilisation of the facility provided pursuant to the Shareholder

Loan Agreement; and

- (c) the Chargors shall not at any time transfer the whole or any part of the amounts standing to the credit of any Other Account to any other bank account other than to another Charged Account or in the ordinary course of business to the extent permitted under the Finance Documents.

8.7 Bank Accounts

Until the security constituted by this Deed is discharged, no Chargor shall maintain any bank accounts which are not Charged Accounts, the Barclays Cash Collateral Accounts or the Trust Account.

8.8 Shares and Investments

Each Chargor covenants that:

- (a) on the date of this Deed in respect of Shares and Investments mortgaged under Clause 3.2 (*Shares*) and 3.3 (*Investments*) respectively, and at all times during the Security Period as soon as any Shares or Investments are registered in, or transferred into the name of, a Chargor, or held by or in the name of the Security Trustee (and in any event as soon as the Security Trustee so requests), it shall deposit with the Security Trustee, in respect of or in connection with those Shares or Investments:

- (i) all stock and share certificates and documents of or evidencing title;
- (ii) signed undated transfers, completed in blank and, if the Security Trustee so requires, pre-stamped; and
- (iii) any other documents which the Security Trustee may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Security Trustee at the expense and risk of the Chargor

- (b) at all times during the Security Period:
 - (i) if it forms or acquires any Subsidiary after the date of this Deed, it shall promptly notify the Security Trustee;
 - (ii) it will promptly copy to the Security Trustee, and comply with, all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares and Investments;
 - (iii) it will comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would in the reasonable opinion of the relevant Chargor adversely affect the interests of the Secured Parties; and
 - (iv) promptly following receipt, each Chargor shall forward to the Security Trustee copies of all notices, documents and other communications received in connection with the Shares and Investments.

8.9 Land

- (a) Each Chargor shall promptly notify the Security Trustee in writing if it:
 - (i) intends to acquire any estate or interest in Land; or
 - (ii) acquires any estate or interest in Land.
- (b) Each Chargor shall promptly give notice in writing to the Security Trustee if:
 - (i) it receives any notice under section 146 of the Act; or
 - (ii) any proceedings are commenced against it for the forfeiture of any lease of any Land.
- (c) If any Chargor acquires any freehold or leasehold property after the date of this Deed it shall:
 - (i) promptly on request by the Security Trustee (acting reasonably) and at the reasonable cost of the Chargor, execute and deliver to the Security Trustee a legal mortgage in favour of the Security Trustee of that property in the same form as this Deed (*mutatis mutandis*);
 - (ii) if required by the Security Trustee (acting reasonably) and if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Deed; and
 - (iii) if applicable, ensure that the provisions of Clause 14.1 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.
- (d) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it in accordance with clause 8.9(c), that Chargor shall:
 - (i) not be required to perform that obligation unless and until it has obtained the landlord's consent; and
 - (ii) use its reasonable endeavours to obtain the landlord's consent.
- (e) Each Chargor shall:
 - (i) perform all its obligations under any law or regulation in any way related to or affecting its Land, except to the extent that non-performance of those obligations would not materially adversely affect the value or marketability of any of its Land; and
 - (ii) within 14 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Land (or any part of it):
 - (A) deliver a copy to the Security Trustee; and
 - (B) inform the Security Trustee of the steps taken or proposed to be taken to comply with the relevant requirements.

8.10 Intellectual Property

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

9 Shares and Investments

9.1 Before an Event of Default

Until an Event of Default occurs:

- (a) each Chargor shall pay all monies arising from the Distribution Rights relating to the Shares and Investments into:
 - (i) where such Chargor is a Borrower, a Blocked Account; or
 - (ii) otherwise, an Other Account,
- (b) no Chargor shall exercise any voting and other rights and powers attached to the Shares and Investments in a manner which could reasonably be expected to prejudice the interests of the Secured Parties under the Finance Documents.

9.2 After an Event of Default

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

10 Enforcement

10.1 When Security becomes enforceable

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

- (a) on the occurrence of an Event of Default which is continuing; or
- (b) if a Chargor so requests.

10.2 Powers on enforcement

At any time after the Security Interests created by a Chargor under this Deed has become enforceable, the Security Trustee may (without prejudice to any other of its rights and remedies

and without notice to any Chargor) do all or any of the following:

- (a) serve notice upon any bank at which an Other Account is open, terminating the Chargor's right to operate such Other Account;
- (b) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Security Trustee insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to Clause 11.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (f) appoint an administrator of any Chargor.

10.3 Disposal of the Security Assets

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

10.4 Application of moneys

- (a) The Security Trustee or any Receiver shall apply moneys received by them under this Deed after the Security Interests created under this Deed have become enforceable in the following order:
 - (i) first, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Security Trustee and any Receiver under this Deed or which are incidental to any Receiver's appointment, together with interest at the rate specified in clause 12.3 (*Default interest*) of the Facility Agreement (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
 - (ii) secondly, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Trustee and any Receiver;
 - (iii) thirdly, in accordance with clause 29.1 (*Order of Application*) of the Facility Agreement,

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

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

11 Appointment and powers of Receivers

11.1 Method of appointment and removal

- (a) The Security Trustee may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Security Trustee pursuant to this Deed may be made in writing under the hand of any officer or manager of the Security Trustee (subject to any requirement for a court order in the removal of an administrative receiver).

11.2 Powers of Receiver

Every Receiver shall have all the powers:

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

11.3 Joint or several

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

11.4 Receiver as agent

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

11.5 Receiver's remuneration

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

11.6 Delegation

- (a) The Security Trustee and any Receiver may, for the time being and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any manager of the Security Trustee) to any person any right, power or discretion exercisable by the Security Trustee or such Receiver (as the case may be) under this Deed.
- (b) Any such delegation may be made upon the terms (including, without limitation, power to sub delegate) and subject to any regulations which the Security Trustee or such Receiver

(as the case may be) may think fit.

- (c) Neither the Security Trustee nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate who shall be entitled to all the indemnities to which his appointor is entitled under this Deed.

12 Protection of purchasers

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound or concerned:

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

13 Protection of the Secured Parties and Receivers

13.1 Exclusion of liability

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

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

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

13.2 General indemnity

Each Chargor shall indemnify each Indemnified Party against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which is made at

any time by any of them;

- (c) any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Deed; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Security Trustee or any other Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person and only to the extent that such Indemnified Party is not indemnified against any such liabilities pursuant to the terms of the Facility Agreement.

13.3 Indemnity out of the Security Assets

Each Indemnified Party shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.2 (*General indemnity*).

13.4 Enforcement Expenses

Immediately upon demand, each Chargor shall pay all other costs and expenses (including legal fees and VAT) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Security Trustee, or any Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same, but only to the extent they are not indemnified against such failure or delay pursuant to the terms of the Facility Agreement.

14 Further Assurances

14.1 Application to Land Registrar

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

- (a) a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Wells Fargo Capital Finance (UK) Limited referred to in the charges register or their conveyancer"; and

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

14.2 Further action

- (a) Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Trustee (acting reasonably) may require in order to:
 - (i) give effect to the requirements of this Deed;

- (ii) protect, preserve and perfect the Security Interests intended to be created by or pursuant to this Deed;
- (iii) protect and preserve the ranking of the Security Interests intended to be created by or pursuant to this Deed with any other Security Interest over any assets of any Chargor; or
- (iv) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Trustee, any Receiver or any administrator in connection with all or any of the Security Assets,

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

- (b) Without prejudice to the Secured Parties' remedies upon the occurrence of an Event of Default, the Security Trustee (acting in the name of the relevant Chargor) may, at its option and upon notice to the Company to that effect:
 - (i) make any payment, reach any settlement or compromise, issue, make or pay any bond, appeal any judgment against a Chargor or take any other action it may deem necessary to prevent any repossession, seizure, execution, attachment or similar process against any Security Asset which might impair the Security Interests (or the enforcement of any Security Interest) granted to the Security Trustee under this Deed; and/or
 - (ii) discharge any Taxes and any other Security Interests from time to time subsisting with respect to any Security Asset.

14.3 Deposit of documents

At any time after an Event of Default has occurred and is continuing, each Chargor shall on request by the Security Trustee, deposit with the Security Trustee in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title; and
- (b) any other documents which the Security Trustee may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Security Trustee at the expense and risk of the relevant Chargor.

14.4 Law of Property (Miscellaneous Provisions) Act 1994

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

15 Power of Attorney

15.1 Appointment

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

- (a) the Security Trustee;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the

Security Trustee; and

(c) any Receiver,

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

15.2 Ratification

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

16 Preservation of Security

16.1 Reinstatement

If any payment by a Chargor or any discharge given by the Security Trustee (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

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

16.2 Waiver of defences

The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 16.2 (*Waiver of defences*), would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Security Trustee or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any Chargor or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any

Finance Document or any other document or security; or

- (g) any insolvency or similar proceedings.

16.3 Chargor intent

Without prejudice to the generality of Clause 16.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

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

16.4 Immediate recourse

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

16.5 Appropriations

Until the expiry of the Security Period, the Security Trustee may:

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

16.6 Deferral of Chargors' rights

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

- (a) to be indemnified by any other Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Security Trustee's rights under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Security Trustee.

16.7 Additional Security

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

16.8 New Accounts

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

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

17 Notices

Any communications to be made under or in connection with this Deed shall be made in accordance with clause 35 (*Notices*) of the Facility Agreement.

18 Miscellaneous Provisions

18.1 Tacking

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

18.2 Separate Charges

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

18.3 Invalidity

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

in any way be affected or impaired.

18.4 Rights and Remedies

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

18.5 Accession of Affiliates

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

19 Release

19.1 Expiry of Security Period

- (a) Upon the expiry of the Security Period or upon the disposal of an asset as permitted under the Facility Agreement (but not otherwise), the Security Trustee shall, at the request and cost of the Chargors, take whatever action is necessary to release the relevant Security Assets from the security constituted by this Deed and/or reassign the benefit of the Security Assets to the Chargors.
- (b) Section 93 of the Act shall not apply to this Deed.

19.2 Other Accounts

At any time before the Security Interests created by this Deed shall have become enforceable, in the absence of any directions from the Security Trustee to the contrary, any amounts permitted by the terms of the Finance Documents to be paid into an Other Account shall upon payment into such account stand released from any fixed charge in respect of such amount created pursuant to Clause 3 (*Creation of Security*) and shall stand subject to the floating charge created by Clause 3.14(a) (*Other Assets*), provided that such release shall in no respect prejudice the continuance of any fixed charge created pursuant to Clause 3 (*Creation of Security*) in respect of any other amount.

20 Governing Law and Jurisdiction

20.1 Governing Law

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

20.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a Dispute).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 20.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

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

Schedule 1 The Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
Homebase (UK&I) Holdings Limited	England and Wales	09944258
HHGL Limited	England and Wales	00533033
Homebase Group Limited	England and Wales	04071533
Fifthgrange Limited	England and Wales	04071712
Homebase Card Handling Services Limited	England and Wales	04042509
Lexden BH (Colchester) Limited	England and Wales	10470000

Schedule 2
Land charged by way of legal mortgage

Chargor	Address	Title Interest	Title Number
HHGL Limited	33 Brook Lane, Newcastle (ST5 3HU)	Freehold	SF231315

Schedule 3
Forms of Notice to Banks and Acknowledgement

Part I - Blocked Account Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

- 1 We hereby give you notice that by debenture dated [●], we have charged to Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**) by way of first fixed charge all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the Blocked Account(s)).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Security Trustee at Wells Fargo Capital Finance (UK) Limited, 4th Floor, 90 Long Acre, London WC2E 9RA, Attention: Portfolio Manager – Homebase.

Yours faithfully

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

-

Part II - Blocked Account Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**)
4th Floor
90 Long Acre
London WC2E 9RA

Attention: Portfolio Manager - Homebase

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the fixed charge which it has granted to the Security Trustee over the Blocked Account(s) (the Notice).
- 2 Terms not defined in this letter shall have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to the Security Trustee by way of a first fixed charge all of its rights, title, interest and benefit in and to the Blocked Account.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Blocked Account we shall:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Account save for fees and charges payable to us for the operation of the Blocked Account;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Account;
 - (c) promptly send to you copies with respect to all the Blocked Account of all statements and, if requested by you, copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) not permit or effect any withdrawal or transfer from the Blocked Account by or on behalf of the Company save for withdrawals and transfers requested by you in writing to us pursuant to the terms of this letter;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Blocked Account provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Blocked Account provided that:
 - (i) all instructions are received in writing, by facsimile, to us at facsimile number [●], attention: [●]; and

- (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission;
- (iii) all instructions are given in compliance with the mandate entered into by you stipulating who may give instructions to us; and
- (g) to the extent that an instruction is given which would in our opinion cause the Blocked Account to become overdrawn, transfer the outstanding balance in the account;
- (h) [(subject to paragraph 4(i) below) effect the following transaction on a daily basis unless we receive written notice to the contrary in accordance with paragraph 4(f) above: the cleared balance of the Blocked Account will be transferred into the account at [Bank] account number [●], being an account in your name designated the [the relevant Borrower] Loan Account attn. [●]];
- (i) not be obliged to comply with any instructions received from you or undertake the transactions set out in paragraph 4(g)) where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law,

and in each case we shall give notice thereof to the Company and the Security Trustee as well as reasons why we cannot comply with such instructions; and

- (j) not be responsible for any loss caused to you or to the Company in the event that we are unable to comply with any instructions due to circumstances set out in paragraph 4(h), and in any event, we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Blocked Account in breach of any agreement entered into by the Company with you.
- 6 We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you shall be effectively delivered if sent by facsimile to you at number [●] or by post at the address at the top of this letter, in both cases marked for the attention of the [●].

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

Yours faithfully

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

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
Wells Fargo Capital Finance (UK) Limited

Part III - Other Accounts Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

- 1 We hereby give you notice that by a debenture dated [●], we have charged to Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the Charged Account(s)).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Security Trustee at Wells Fargo Capital Finance (UK) Limited, 4th Floor, 90 Long Acre, London WC2E 9RA, Attention: Portfolio Manager – Homebase.

Yours faithfully

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

Part IV - Other Accounts Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**)
4th Floor
90 Long Acre
London WC2E 9RA

Attention: Portfolio Manager – Homebase

Dear Sirs,

[Name of Chargor] (Company)

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

- (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Facsimile instructions will be deemed received at the time of transmission; and
 - (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.
- (g) not be obliged to comply with any instructions received from you where:
- (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case we shall give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions;

- (h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g) not be responsible for any loss caused to you or to the Company and in any event we shall not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused); and
- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we shall not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.
- 6 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Security Trustee, without further inquiry as to the Security Trustee's right or authority to give such instructions and we shall be fully protected in acting in accordance with such instructions.

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

Yours faithfully

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

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
Wells Fargo Capital Finance (UK) Limited

Schedule 4 Shares

Chargor	Company Name	Type of Share	Number of Shares
Homebase (UK&I) Holdings Limited	Hampden Group Limited	Ordinary	333,500,520 shares (£0.10 each)
Homebase (UK&I) Holdings Limited	Homebase Services Limited	Ordinary	100 shares (£1.00 each)
Homebase Group Limited	Fifthgrange Limited	Ordinary	164,529,227 (£1.00 each)
Homebase Group Limited	Iconford Limited	Ordinary	1 share (£1.00 each)
Fifthgrange Limited	Homebase Card Handling Services Limited	Ordinary	460,427,321 shares (£1.00 each)
Fifthgrange Limited	Homebase Group (2000) Limited	Ordinary-A	108 shares (£1.00 each)
Homebase Card Handling Services Limited	HHGL Limited	Ordinary	13,189,752 shares (£1.00 each)
Homebase Card Handling Services Limited	Homebase Group (2000) Limited	Ordinary-B	1 share (£1.00 each)
HHGL Limited	Lexden BH (Colchester) Limited	Ordinary	1 share (£1.00 each)
HHGL Limited	Focal Point (Lighting) Limited	Ordinary	647,830 shares (£1.00 each)
HHGL Limited	Homebase (NI) Limited	Ordinary	2 shares (£1.00 each)
HHGL Limited	Texas Services Limited	Ordinary	1 share (£1.00 each)
HHGL Limited	Homebase Spend & Save Limited	Ordinary	50 shares (£1.00 each)
HHGL Limited	Index Limited	Ordinary	2 shares (£1.00 each)
HHGL Limited	MI Home Limited	Ordinary	1 share (£1.00 each)
HHGL Limited	Modern Interiors Limited	Ordinary	1 share (£1.00 each)

HHGL Limited	Texas (NI) Limited	Ordinary	2 shares (£1.00 each)
HHGL Limited	HHGL (ROI) Limited	Deferred	1,500,000 (€1.26 each)
HHGL Limited	HHGL (ROI) Limited	Ordinary	26,986,324 (€1.26 each)
Lexden BH (Colchester) Limited	Lexden BH Limited	Ordinary	8,167,752

**Schedule 5
Charged Accounts**

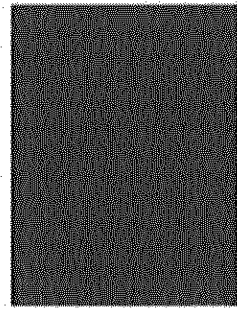
Part I – Blocked Accounts

Chargor	Bank	Sort Code	Account No.
HHGL Limited	Barclays Bank Plc	20-36-47	
HHGL Limited	Barclays Bank Plc	20-36-47	
HHGL Limited	Ulster Bank	98-00-05	
HHGL Limited	Ulster Bank	98-00-05	
HHGL Limited	Ulster Bank	98-00-05	

Part II – Other Accounts


Chargor	Bank	Sort Code	Account No.
HHGL Limited	Barclays Bank Plc	20-36-47	
HHGL Limited	Barclays Bank Plc	20-36-47	
HHGL Limited	HSBC Bank Plc	40-02-50	
HHGL Limited	HSBC Bank Plc	40-02-50	
HHGL Limited	HSBC Bank Plc	40-02-50	
HHGL Limited	HSBC Bank Plc	40-02-50	
HHGL Limited	HSBC Bank Plc	40-02-50	
HHGL Limited	HSBC Bank Plc	40-02-50	
HHGL Limited	HSBC Bank Plc	40-02-50	
HHGL Limited	HSBC Bank Plc	40-02-50	
HHGL Limited	HSBC Bank Plc	40-02-50	
HHGL Limited	HSBC Bank Plc	40-05-15	


HHGL Limited	HSBC Bank Plc	40-05-15
HHGL Limited	HSBC Bank Plc	40-05-15
HHGL Limited	Ulster Bank	98-00-60









Schedule 6
Specified Intellectual Property

COUNTRY	MARK	IMAGE	CLASSES	STATUS	APP NO.	APP DATE	REG NO.	DATE OF ENTRY IN REGISTER	RENEWAL	CLIENT	OWNER
United Kingdom	APOTMENTS		21	Registered	2544622	14-Apr-2010	2544622	16-Jul-2010	14-Apr-2020	HHGL Limited	HHGL Limited
United Kingdom	COMPOT		21	Registered	2312248	03-Oct-2002	2312248	25-Jul-2003	03-Oct-2022	HHGL Limited	HHGL Limited
Hong Kong	DURACOAT		01, 02	Registered	300974160	16-Oct-2007	300974160	16-Oct-2007	15-Oct-2027	HHGL Limited	HHGL Limited
United Kingdom	DURACOAT		02	Registered	2311201	20-Sep-2002	2311201	25-Jul-2003	20-Sep-2022	HHGL Limited	HHGL Limited
United Kingdom	EASY NAILS		01, 16	Registered	2183622	03-Dec-1998	2183622	07-May-1999	03-Dec-2018	HHGL Limited	HHGL Limited
United Kingdom	GARDEN ACADEMY		01, 07, 08, 11, 16, 19, 20, 21, 31, 41,44	Registered	3115864	01-Jul-2015	3115864	16-Oct-2015	01-Jul-2025	HHGL Limited	HHGL Limited
Ireland	HEMSLEY		02, 16, 19, 27	Registered	2015/00088	15-Jan-2015	252223	03-Jul-2015	14-Jan-2025	HHGL Limited	HHGL Limited
United Kingdom	HEMSLEY		02, 16, 19, 27	Registered	3089429	14-Jan-2015	3089429	01-May-2015	14-Jan-2025	HHGL Limited	HHGL Limited
Ireland	HIREBASE		37	Registered	1996/06413	17-Dec-1996	204808	17-Dec-1996	16-Dec-2026	HHGL Limited	HHGL Limited
Ireland	HOME BUILD		19	Registered	1996/06416	17-Dec-1996	212437	17-Dec-1996	16-Dec-2026	HHGL Limited	HHGL Limited

COUNTRY	MARK	IMAGE	CLASSES	STATUS	APP NO.	APP DATE	REG NO.	DATE OF ENTRY IN REGISTER	RENEWAL	CLIENT	OWNER
Ireland	HOME BUILD Logo		19	Registered	1996/06417	17-Dec-1996	209378	17-Dec-1996	16-Dec-2026	HHGL Limited	HHGL Limited
European Union	HOMEBASE		01, 02, 03, 04, 05, 06, 07, 08, 09, 11, 12, 16, 17, 18, 19, 22, 25, 26, 27, 28, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42	Registered	001551712	10-Mar-2000	001551712	16-Nov-2006	10-Mar-2020	HHGL Limited	HHGL Limited
European Union	HOMEBASE		35	Registered	001812973	17-Aug-2000	001812973	03-April-2003	17-Aug-2020	HHGL Limited	HHGL Limited
Hong Kong	HOMEBASE		35	Registered	300586468	23-Feb-2006	300586468	23-Feb-2006	22-Feb-2026	HHGL Limited	HHGL Limited
India	HOMEBASE		35	Registered	1483706	01-Sep-2006	1483706	24-Feb-2012	01-Sep-2026	HHGL Limited	HHGL Limited
Ireland	HOMEBASE		36, 37, 39, 40, 42	Registered	1996/01020	01-Jul-1996	206058	01-Jul-1996	30-Jun-2026	HHGL Limited	HHGL Limited

COUNTRY	MARK	IMAGE	CLASSES	STATUS	APP NO.	APP DATE	REG NO.	DATE OF ENTRY REGISTER	RENEWAL	CLIENT	OWNER
United Kingdom	HOMEBASE		01, 02, 03, 04, 05, 06, 07, 08, 09, 11, 12, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44	Registered	2242777	17-Aug-2000	2242777	25-May-2001	17-Aug-2020	HHGL Limited	HHGL Limited
United Kingdom	HOMEBASE FOR BUSINESS		35	Registered	2538949	12-Feb-2010	2538949	28-May-2010	12-Feb-2020	HHGL Limited	HHGL Limited
United Kingdom	HOMEBASE GARDEN ACADEMY		41	Registered	3121112	06-Aug-2015	3121112	06-Nov-2015	06-Aug-2025	HHGL Limited	HHGL Limited
Hong Kong	HOMEBASE SANCTUARY		02, 06, 19	Registered	300974179	16-Oct-2007	300974179	31-Mar-2009	15-Oct-2027	HHGL Limited	HHGL Limited
United Kingdom	HOMEBASE SANCTUARY		02, 06, 19, 24, 27	Registered	2311128	20-Sep-2002	2311128	10-Oct-2003	20-Sep-2022	HHGL Limited	HHGL Limited
Hong Kong	HOMEBASE THE WHITE ROOM		01, 02, 27	Registered	300974188	16-Oct-2007	300974188	29-Jan-2009	15-Oct-2027	HHGL Limited	HHGL Limited
United Kingdom	HOMEBUILD Logo		19	Registered	1485808	18-Dec-1991	1485808	14-Jan-1994	18-Dec-2018	HHGL Limited	HHGL Limited

COUNTRY	MARK	IMAGE	CLASSES	STATUS	APP NO.	APP DATE	REG NO.	DATE OF ENTRY REGISTER	RENEWAL	CLIENT	OWNER
Ireland	MOTORBASE		12, 37	Registered	1996/06414	17-Dec-1996	204869	17-Dec-1996	16-Dec-2026	HHGL Limited	HHGL Limited
Ireland	NEEDLELAST		31	Registered	1996/06415	17-Dec-1996	203215	17-Dec-1996	16-Dec-2026	HHGL Limited	HHGL Limited
United Kingdom	NEEDLELAST		31	Registered	1540851	31-Oct-1994	1540851	05-Jul-1996	31-Oct-2024	HHGL Limited	HHGL Limited
United Kingdom	ODINA Logo		11, 20, 37, 42	Registered	2554947	04-Aug-2010	2554947	12-Nov-2010	04-Aug-2020	HHGL Limited	HHGL Limited
United Kingdom	PAINT AND GO		02	Registered	2274555A	05-Jul-2001	2274555A	21-Jun-2001	05-Jul-2021	HHGL Limited	HHGL Limited
Hong Kong	POWERBASE		07	Registered	300974197	16-Oct-2007	300974197	20-Sep-2010	15-Oct-2027	HHGL Limited	HHGL Limited
United Kingdom	POWERBASE		07	Registered	2268658A	30-Apr-2001	2268658A	07-December-2001	30-Apr-2021	HHGL Limited	HHGL Limited
Hong Kong	POWERBASE EXCEL		07	Registered	300974205	16-Oct-2007	300974205	20-Sep-2010	15-Oct-2027	HHGL Limited	HHGL Limited
United Kingdom	POWERBASE EXCEL		07	Registered	2303774A	27-Jun-2002	2303774A	10-Jan-2003	27-Jun-2022	HHGL Limited	HHGL Limited
Hong Kong	POWERBASE EXTREME		07	Registered	300974214	16-Oct-2007	300974214	20-Sep-2010	15-Oct-2027	HHGL Limited	HHGL Limited
United Kingdom	POWERBASE EXTREME/ POWERBASE XTREME (series of 2)		07	Registered	2419518	18-Apr-2006	2419518	22-Sep-2006	18-Apr-2026	HHGL Limited	HHGL Limited
Ireland	SOVEREIGN		08	Registered	2014/02509	23-Dec-2014	252845	22-Oct-2015	22-Dec-2024	HHGL Limited	HHGL Limited

COUNTRY	MARK	IMAGE	CLASSES	STATUS	APP NO.	APP DATE	REG NO.	DATE OF ENTRY REGISTER	RENEWAL	CLIENT	OWNER
United Kingdom	SOVEREIGN		07	Registered	2139122	15-Jul-1997	2139122	31-Jul-1998	15-Jul-2027	HHGL Limited	HHGL Limited
United Kingdom	SOVEREIGN		07, 08	Registered	3087055	22-Dec-2014	3087055	27-Mar-2015	22-Dec-2024	HHGL Limited	HHGL Limited
European Union	SOVEREIGN Logo		03, 07	Registered	002314417	10-Jul-2001	002314417	18-Oct-2002	10-Jul-2021	HHGL Limited	HHGL Limited
Hong Kong	SOVEREIGN Logo		07	Registered	300974223	16-Oct-2007	300974223	27-May-2008	15-Oct-2027	HHGL Limited	HHGL Limited
United Kingdom	SOVEREIGN Logo		07, 08	Registered	3089446	14-Jan-2015	3089446	15-May-2015	14-Jan-2025	HHGL Limited	HHGL Limited
United Kingdom	SPEND & SAVE		35	Registered	2298705	24-Apr-2002	2298705	13-Jan-2006	24-Apr-2022	HHGL Limited	HHGL Limited
United Kingdom	TEXAS Logo		02	Registered	1344316	13-May-1988	1344316	13-Mar-1992	13-May-2025	HHGL Limited	HHGL Limited

Schedule 7 Deed of Accession

THIS DEED OF ACCESSION is dated [•] and made

BETWEEN

- (1) [•] Limited [registered in England with number [•] whose registered office is at [•]] [a corporation organised and existing under the laws of [•] whose principal place of business is at [•]] [of [•]] (the **New Chargor**);
- (2) HHGL Limited registered in England with number 00533033 whose registered office is at Witan Gate House, 500-600 Witan Gate, Milton Keynes, United Kingdom, MK9 1BA for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **Wells Fargo Capital Finance (UK) Limited**, registered in England with number 2656007, as agent and trustee for the Secured Parties (the **Security Trustee**).

RECITALS

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

IT IS AGREED:

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

or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.

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

- (d) charges to the Security Trustee by way of fixed charge its Intellectual Property Rights (if any) specified in Part IV of the Schedule to this Deed (which shall from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture); and
 - (e) charges by way of fixed charge to the Security Trustee all of its right, title and interest in and to the Equipment (if any).
- 9 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

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

SCHEDULE 1

Part I – Land

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

Part II – Shares

[Insert details of all Group Shares of the New Chargor]

Part III – Charged Accounts

Blocked Accounts

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

Other Accounts

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

Part IV – Specified Intellectual Property

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

SIGNATORIES
[to the Deed of Accession]

The New Chargor

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

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

The Company

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

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

)
)
)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

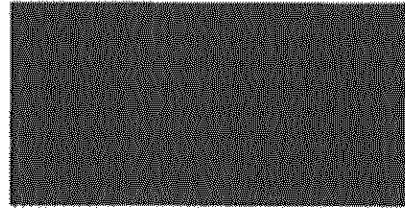
By:

Signatories

The Chargors

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

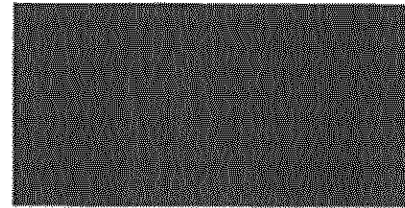
Signature of witness:



Name of witness:

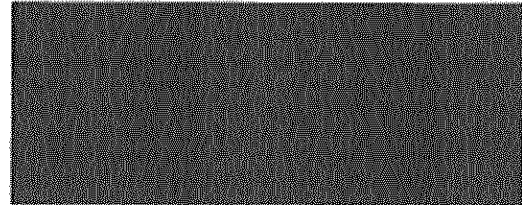
Simone Tudor

Address:



Executed as a deed by
HOMEbase (UK&I) HOLDINGS LIMITED
acting by a director in the presence of:

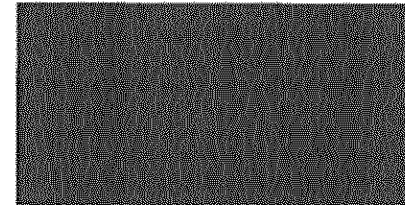
Signature of witness:



Name of witness:

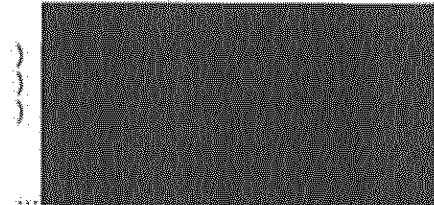
Simone Tudor

Address:



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

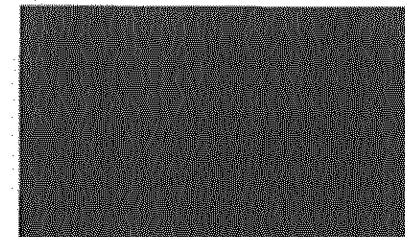
Signature of witness:



Name of witness:

Simone Tudor

Address:



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

Signature of witness:

Name of witness:

Address:

)
)
)
[Redacted]

Simone Tudor

[Redacted]

Executed as a deed by
HOMEbase CARD HANDLING SERVICES LIMITED
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

)
)
)
[Redacted]

Simone Tudor

[Redacted]

Executed as a deed by
LEXDEN BH (COLCHESTER) LIMITED
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

)
)
)
[Redacted]

[Redacted]

Simone Tudor

[Redacted]

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

Name:

NS 4062

Title: