



Registration of a Charge

Company name: **DEBENHAMS PLC**

Company number: **05448421**

Received for Electronic Filing: **01/04/2019**



X82G88SP

Details of Charge

Date of creation: **29/03/2019**

Charge code: **0544 8421 0003**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

CLARE BETTERIDGE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5448421

Charge code: 0544 8421 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2019 and created by DEBENHAMS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2019 .

Given at Companies House, Cardiff on 2nd April 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITY AGREEMENT

DATED 29 MARCH 2019

BETWEEN

**DEBENHAMS PLC
as Chargor**

and

**GLAS TRUST CORPORATION LIMITED
as Security Agent**

ALLEN & OVERY

Allen & Overy LLP

0011398-0005137 BK:48304927.5

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THIS DEED is dated 29 March 2019 and made

BETWEEN:

- (1) **DEBENHAMS PLC** (registered in England and Wales with registration number 05448421) as chargor (the **Chargor**); and
- (2) **GLAS TRUST CORPORATION LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Intercreditor Agreement defined below).

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Intercreditor Agreement.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Act means the Law of Property Act 1925.

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

Charged Relevant Contract means any agreement, instrument or other document specified in Part 3 (Charged Relevant Contracts) of Schedule 1 (Security Assets) under the heading **Charged Relevant Contracts**.

Credit Agreement means the £200,000,000 term loan facilities agreement dated on or about the date of this Deed between (among others) the Chargor and the Security Agent.

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

Excluded Contracts means any agreement, instrument or other document specified in Part 4 (Excluded Contracts) of Schedule 1 (Security Assets) under the heading **Excluded Contracts**.

Facility A has the meaning given to that term in the Credit Agreement.

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Deed between, among others, various creditors of the Chargor, Debenhams Retail plc and the Security Agent.

Material Adverse Effect has the meaning given to that term in the Credit Agreement.

Material Prohibited Contracts, means any agreement, instrument or other document specified in Part 5 (Material Prohibited Contracts) of Schedule 1 (Security Assets) under the heading **Material Prohibited Contracts**.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case, appointed under this Deed.

Secured Obligations means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under **Facility A only**, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

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

Security Asset means any asset of the Chargor which is, or is expressed to be, subject to 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 all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full as confirmed by the Security Agent in writing.

1.2 Construction

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

- (C) any right against any clearance system;
 - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
 - (E) any cash or securities account maintained by any custodian or other entity,
- in each case, in respect of that share, stock, debenture, bond or other security or investment;
- (v) the term **this Security** means any Security created by this Deed; and
 - (vi) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
 - (e) The terms of the other Debt Documents and of any other agreement or instrument between any Parties in relation to any Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (f) If the Security Agent considers that an amount paid to a Secured Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
 - (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

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

1.4 Intercreditor Agreement

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

2. CREATION OF SECURITY

2.1 General

- (a) The Chargor shall, as primary obligor and not merely as surety, pay or discharge on demand the Secured Obligations in the manner provided for in the Debt Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment of all the Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) In respect of the Excluded Contracts which are not Material Prohibited Contracts, where the rights of the Chargor cannot be secured without the consent of a party to that document or satisfaction of some other condition, this Security shall constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under that Excluded Contract but exclude the Chargor's other rights under the document.
- (d) In respect of the Material Prohibited Contracts, where the rights of the Chargor cannot be secured without the consent of a party to that document or satisfaction of some other condition:
 - (i) this Security shall constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under that Material Prohibited Contract but exclude the Chargor's other rights under the document until the Chargor obtains the required consent or satisfies the relevant condition;
 - (ii) unless the Security Agent otherwise requires, the Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and
 - (iii) if the Chargor obtains the required consent or satisfies the relevant condition:
 - (A) the Chargor shall notify the Security Agent promptly; and
 - (B) all of the Chargor's rights under the document shall immediately be secured in accordance with this Deed.
- (e) If the rights of the Chargor under any other document (other than the Excluded Contracts) cannot be secured without the consent of a party to that document or satisfaction of some other condition:
 - (i) the Chargor shall notify the Security Agent promptly upon becoming aware of the same;
 - (ii) this Security shall constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under that document but exclude the Chargor's other rights under the document until the Chargor obtains the required consent or satisfies the relevant condition;
 - (iii) unless the Security Agent otherwise requires, the Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and

- (iv) if the Chargor obtains the required consent or satisfies the relevant condition:
 - (A) the Chargor shall notify the Security Agent promptly; and
 - (B) all of the Chargor's rights under the document shall immediately be secured in accordance with this Deed.
- (f) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Land

- (a) The Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Part 1 (Real Property) of Schedule 1 (Security Assets) under the heading **Real Property**; and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property owned by the Chargor; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

The Chargor:

- (a) mortgages by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee, trustee, custodian or clearance system on its behalf and includes the shares specified in Part 2 (Shares) of Schedule 1 (Security Assets) under the heading **Shares** (except for any shares, stocks, debentures, bonds or other securities and investments and interests in collective investment schemes and partnerships which are the subject of any Security created by, under or pursuant to any other Transaction Security Document); and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee, trustee, custodian or clearance system on its behalf.

2.4 Book Debts etc.

The Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and

(c) the benefit of all rights in relation to any item under paragraphs (a) to (b) above.

2.5 Plant and machinery

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

2.6 Insurances

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

2.7 Other contracts

- (a) Subject to paragraph (b) below, the Chargor charges by way of a first fixed charge all of its rights in respect of any agreement, instrument or other document to which it is a party, including the agreements, instruments and other documents (if any) specified in Part 3 (Charged Relevant Contracts) of Schedule 1 (Security Assets) under the heading **Charged Relevant Contracts**.
- (b) Paragraph (a) above does not apply to any agreement, instrument or other document to which the Chargor is a party that is subject to any fixed security created under any other term of this Clause 2.

2.8 Intellectual property

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

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

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

2.9 Miscellaneous

The Chargor charges by way of a first fixed charge:

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

- (g) any bill of exchange or other negotiable instrument held by it; and
- (h) the benefit of all rights in relation to any item in paragraphs (a) to (e).

2.10 Floating charge

- (a) The Chargor charges by way of a first floating charge all of its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under this Clause 2.10 into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.10 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.10 shall (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if:
 - (i) an administrator is appointed, or the Security Agent receives notice of an intention to appoint an administrator, in respect of the Chargor
 - (ii) the Chargor takes any step to create any Security over any Security Asset in breach of Clause 4 (Restrictions on dealings); or
 - (iii) any person takes any step to effect any seizure, sale under any form of distress attachment, execution or other legal process over any Security Asset,and in each case, the conversion shall take effect from the instant before the occurrence of that event.
- (e) The floating charge created by this Clause 2.10 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. REPRESENTATIONS - GENERAL

3.1 Nature of security

The Chargor represents and warrants to each Secured Party that this Deed creates the Security it purports to create.

3.2 Times for making representations

- (a) The representations and warranties in this Deed (including in this Clause 3) are made by the Chargor on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, the representations and warranties under this Deed are deemed to be made by the Chargor by reference to the facts and circumstances then existing on each date during the Security Period.

4. RESTRICTIONS ON DEALINGS

The Chargor shall not:

- (a) create or permit to subsist any Security over any Security Asset; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset,

except as expressly allowed under a Debt Document or this Deed.

5. LAND

5.1 General

In this Clause 5:

Mortgaged Property means all freehold or leasehold property included in the definition of Security Asset and, where the context so requires, includes any buildings on that property.

5.2 Title

- (a) The Chargor represents and warrants to each Secured Party that, as far as any member of the executive management team of the Company is aware:
 - (i) it is the sole legal and/or beneficial owner of its Mortgaged Property; and
 - (ii) has good and marketable title to its Mortgaged Property,in each case, free of any Security (except for those created by or pursuant to the Transaction Security Documents) and restrictions and onerous covenants which conflict with its present use, or adversely affect the value, saleability or use of any of its Mortgaged Property, in each case to any material extent.
- (b) The Chargor represents and warrants to each Secured Party that, as far as any member of the executive management team of the Company is aware:
 - (i) no breach of any law, regulation or covenant is continuing which adversely affects or would be reasonably likely to adversely affect the value, saleability or use of its Mortgaged Property;
 - (ii) there is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever materially adversely affecting its Mortgaged Property;

- (iii) nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over its Mortgaged Property;
- (iv) all facilities necessary for the enjoyment and use of its Mortgaged Property (including those necessary for the carrying on of any business of it at that Mortgaged Property) are enjoyed by that Mortgaged Property;
- (v) none of the facilities referred to in paragraph (iv) above are enjoyed on terms:
 - (A) entitling any person to terminate or curtail its use of that Mortgaged Property; or
 - (B) which conflict with or restrict its use of that Mortgaged Property;
- (vi) it has not received any notice of any adverse claim by any person in respect of the ownership of its Mortgaged Property or any interest in it which would be reasonably likely to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of its Mortgaged Property; and
- (vii) its Mortgaged Property is held by it free from any lease or licence (other than those entered into in accordance with the Debt Documents or this Deed),

in each case, in a manner or to an extent which has or would be reasonably likely to have a Material Adverse Effect.

5.3 Compliance with leases

The Chargor shall:

- (a) exercise its rights and comply with its obligations under each lease comprised in its Mortgaged Property in a proper and timely manner; and
- (b) not do or allow to be done any act as a result of which any lease comprised in its Mortgaged Property may become liable to forfeiture or otherwise be terminated.

5.4 Power to remedy

- (a) If the Chargor fails to perform any obligations under the Debt Documents affecting its Mortgaged Property, the Chargor shall allow the Security Agent or any of its agents and contractors:
 - (i) to enter any part of its Mortgaged Property;
 - (ii) to comply with or object to any notice served on the Chargor in respect of its Mortgaged Property; and
 - (iii) to take any action that the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such obligation or to comply with or object to any such notice.
- (b) The Chargor shall, promptly on demand, pay the costs and expenses of the Security Agent and its agents and contractors incurred in connection with any action taken by it under this Clause 5.
- (c) No Secured Party is obliged to account as mortgagee in possession as a result of any action taken under this Clause 5.

5.5 Compliance with applicable laws and regulations

The Chargor shall perform all its obligations under any law or regulation in any way related to or affecting its Mortgaged Property.

6. INVESTMENTS

6.1 General

In this Clause 6:

Investments means:

- (a) the Shares; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments which are Security Assets.

Shares means the shares listed in Part 2 (Shares) of Schedule 1 (Security Assets).

6.2 Investments

The Chargor represents and warrants to each Secured Party that:

- (a) its Shares and, to the extent applicable, its other Investments, are fully paid;
- (b) its Shares represent the proportion of issued share capital of each entity as noted in Part 2 (Shares) of Schedule 1 (Security Assets);
- (c) it (or a nominee, trustee, custodian or clearance system on its behalf) is the sole legal, and it is the sole beneficial, owner of its Investments; and
- (d) its Investments are free of any Security (except for any Security created by or pursuant to the Transaction Security Documents) and any other rights or interests in favour of third parties.

6.3 Deposit

The Chargor shall on the date of this Deed:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Shares; and
- (b) execute and deliver to the Security Agent all share transfers and other documents (including pre-stamped blank share transfers, with the name of the transferee, the consideration and the date left blank) which may be required by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of, or otherwise obtain a legal title to, any of its Shares.

6.4 Changes to rights

The Chargor shall not take any action or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares in any of the entities noted in Part 2 (Shares) of Schedule 1 (Security Assets), in which it holds shares, being issued.

6.5 Calls

- (a) The Chargor shall pay all calls or other payments due and payable in respect of any of its Investments.
- (b) If the Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of the Chargor. The Chargor shall, immediately on request, reimburse the Security Agent for any payment made by the Security Agent under this Clause 6.5.

6.6 Other obligations in respect of Investments

- (a) The Chargor shall promptly send to the Security Agent a copy of, and comply with, all requests for information which are within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document or which are made by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the Chargor.
- (b) The Chargor shall comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of the Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment.

6.7 Voting rights and dividends

- (a) Before this Security becomes enforceable:
 - (i) the Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of its Investments;
 - (ii) if the voting rights or other rights or powers are exercisable by the Security Agent, the Security Agent shall exercise (or refrain from exercising) them in any manner which the Chargor may direct in writing; and
 - (iii) all dividends, distributions or other income paid or payable in relation to any of its Investments may, at the discretion of the Security Agent, be paid directly to the Chargor.
- (b) The Chargor shall indemnify the Security Agent against any cost, loss or liability incurred by the Security Agent as a consequence of the Security Agent acting (or refraining from acting) in respect of any Investments as permitted by this Deed on the direction of the Chargor.
- (c) After this Security has become enforceable:

- (i) the Security Agent may exercise (or refrain from exercising), in the name of the Chargor and without any further consent or authority on the part of the Chargor, any voting rights and any other rights or powers which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise; and
- (ii) if any Investments remain registered in the name of the Chargor, the Chargor irrevocably appoints the Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of any of its Investments.

6.8 Clearance systems

The Chargor shall, if requested by the Security Agent, instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system.

6.9 Custodian arrangements

The Chargor shall:

- (a) promptly give notice of this Security to any custodian or other entity in respect of any Investment held for it by that custodian or other entity in a form the Security Agent may require; and
- (b) use its reasonable endeavours to ensure that the custodian or other entity acknowledges that notice in a form the Security Agent may require.

7. INTELLECTUAL PROPERTY

7.1 General

In this Clause 7 **Intellectual Property Rights** means:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right;
- (c) any interest (including by way of licence) in any of the above; or
- (d) any application for any of the above,

in each case, whether registered or not, and which are Security Assets.

7.2 Representations

The Chargor represents and warrants to each Secured Party that, as far as any member of the executive management team of the Company is aware:

- (a) the Intellectual Property Rights owned by it and which are required by it in order to carry on its business are free of any Security (except for any Security created by or pursuant to the Transaction Security Documents); and
- (b) no Intellectual Property Right owned by it and which is required by it in order to carry on its business is being infringed, nor is there any threatened infringement of any such Intellectual Property Right which would have a Material Adverse Effect.

7.3 Preservation

- (a) The Chargor shall:
- (i) if requested to do so by the Security Agent, make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed; and
 - (ii) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights which are required by it in order to carry on its business, and to the extent that not taking such steps would have a Material Adverse Effect.
- (b) The Chargor shall ensure that, except with the prior consent of the Security Agent, none of the Intellectual Property Rights which is required by it in order to carry on its business and which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise, to the extent such abandonment, cancellation, lapse or claim of abandonment would have a Material Adverse Effect.

8. RELEVANT CONTRACTS

8.1 General

In this Clause 8 **Relevant Contract** means:

- (a) each Charged Relevant Contract; and
- (b) any other agreement, instrument or other document to which the Chargor is a party and which the Security Agent has designated in writing a Relevant Contract.

8.2 Representations

The Chargor represents and warrants to each Secured Party that:

- (a) no amount payable to it under a Relevant Contract is subject to any right of set-off or similar right (except for any such right that arises under the express terms of that Relevant Contract);
- (b) so far as the executive management team of the Company is aware, each Relevant Contract to which it is a party is its legal, valid, binding and enforceable obligation;
- (c) it is not in default of any of its obligations under any such Relevant Contract where such default would have a Material Adverse Effect;
- (d) there is no prohibition or other restriction on the creation of security by the Chargor over any such Relevant Contract;
- (e) its entry into and performance of this Deed will not conflict with any term of any such Relevant Contract; and
- (f) its rights in respect of each such Relevant Contract are free of any Security (except for those created by or pursuant to the Transaction Security Documents) and any other rights or interests in favour of third parties.

8.3 Preservation

The Chargor shall not, without the prior consent of the Security Agent:

- (a) amend or waive any term of, or terminate, any Relevant Contract to which it is a party; or
- (b) take any action which might jeopardise the existence or enforceability of any such Relevant Contract,

in each case, where such action would have a Material Adverse Effect.

8.4 Other undertakings

The Chargor shall:

- (a) duly and promptly perform its obligations, to the extent that non-performance would have a Material Adverse Effect, and diligently pursue its rights, under each Relevant Contract; and
- (b) supply the Security Agent and any Receiver with copies of each such Relevant Contract and any information and documentation relating to any such Relevant Contract requested by the Security Agent or any Receiver.

8.5 Notices of charge – Relevant Contracts

The Chargor shall:

- (a) within 10 Business Days of the date of this Deed, serve a notice of charge, substantially in the form of Part 1 (Notice to Counterparty) of Schedule 2 (Forms of letter for Relevant Contracts), on each counterparty to a Relevant Contract; and
- (b) use its reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 (Acknowledgement of Counterparty) of Schedule 2 (Forms of letter for Relevant Contracts).

8.6 Consent request – Material Prohibited Contracts

The Chargor shall:

- (a) within 10 Business Days of the date of this Deed, serve a consent request, substantially in the form of Part 1 (Consent request) of Schedule 3 (Forms of letter for Material Prohibited Contracts), on each counterparty to a Material Prohibited Contract; and
- (b) use its reasonable endeavours to procure that the counterparty agrees to that consent request, substantially in the form of Part 2 (Acknowledgement of Counterparty) of Schedule 3 (Forms of letter for Material Prohibited Contracts).

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 Event of Default

This Security shall become immediately enforceable if an Event of Default occurs and is continuing.

9.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Intercreditor Agreement.

9.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, shall be immediately exercisable at any time after this Security has become enforceable.

10. ENFORCEMENT OF SECURITY

10.1 General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

10.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

10.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

10.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or their agents need enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under Facility A; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

10.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or

- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor).
- (b) The Chargor shall pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

10.6 Contingencies

If this Security is enforced at a time when no amount is due under Facility A but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

10.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated:
 - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - (ii) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (iii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent adviser, investment bank or accountancy firm of national standing selected by it,

and each Secured Party shall give credit for the proportion of the value of the financial collateral appropriated to its use.

11. RECEIVER

11.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) the Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above shall be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent shall not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

11.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act shall not apply.

11.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor shall be responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party shall incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

12. POWERS OF RECEIVER

12.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 12 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

12.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner it thinks fit.

12.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which it thinks fit.

12.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which it thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which it thinks fit (including the payment of money to a lessee or tenant on a surrender).

12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which it thinks fit.

12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

12.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

12.12 Delegation

A Receiver may delegate its powers in accordance with this Deed.

12.13 Lending

A Receiver may lend money or advance credit to any person.

12.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation or other works; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as it thinks fit.

12.15 Other powers

A Receiver may:

- (a) do all other acts and things which it may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

13. APPLICATION OF PROCEEDS

- (a) All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security shall be held by the Security Agent and applied in accordance with the terms of the Intercreditor Agreement.
- (b) This Clause 13 is subject to the payment of any claims having priority over this Security. This Clause 13 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

14. EXPENSES AND INDEMNITY

The Chargor shall:

- (a) promptly on demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) reasonably incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation ; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

15. DELEGATION

15.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may think fit.

15.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or will be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of any delegate or sub-delegate.

16. FURTHER ASSURANCES

- (a) The Chargor shall promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes (without limitation):
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Security Agent, its nominee or any other person;
 - (ii) the transfer of legal and/or equitable title in any existing or future Security Asset to a third party (including after the exercise of any right of appropriation pursuant to Clause 10.7 (Financial collateral)); or
 - (iii) the giving of any notice, order or direction and the making of any filing or registration,which, in any such case, the Security Agent may consider necessary or desirable.

17. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things:

- (a) before the security becomes enforceable, which may be required and which the Chargor has failed to take; or
- (b) after the security becomes enforceable, which any attorney may, in its absolute discretion, deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law.

The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

18. MISCELLANEOUS

18.1 Continuing Security

This Security is a continuing security and shall extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

18.2 Covenant to Pay

The Chargor must pay or discharge the Secured Obligations in the manner provided for in the Debt Documents.

18.3 Tacking

Each Creditor shall perform its obligations under the Debt Documents (including any obligation to make available further advances).

18.4 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

18.5 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Debt Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

that time deposit shall automatically be renewed for any further maturity which that Secured Party considers appropriate.

18.6 Notice to Chargor

This Deed constitutes notice in writing to the Chargor of any charge or assignment by way of security that may at any time be created or made under any Transaction Security Document by any member of the Group in respect of any obligation or liability under any agreement, instrument or other document to which that member of the Group is a party.

18.7 Release of Chargor's rights

If the shares in an Obligor are disposed of as a result of enforcement of this Security, the Chargor irrevocably authorises the Security Agent (on behalf of the Chargor and without requiring any authority or consent from any Obligor or Secured Party) to release (in whole or in part) that Obligor (and any Subsidiary of that Obligor) from the liabilities and obligations (present and future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) it may have to the Chargor under or in connection with the Debt Documents as a result of the Chargor being a guarantor or security provider (including, without limitation, any liabilities and obligations arising by way of indemnity, contribution or subrogation).

19. RELEASE

At the end of the Security Period, the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

20. GOVERNING LAW

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

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

SCHEDULE 1

SECURITY ASSETS

PART 1

REAL PROPERTY

[BLANK]

PART 2

SHARES

Name of Chargor	Subject Company	No. of Shares	Class of Shares	Percentage of Share Capital
Debenhams plc	Debenhams Group Holdings Limited	372,121,110	Ordinary shares of £0.10 each	100%

PART 3

CHARGED RELEVANT CONTRACTS

No.	Contract	Debenhams Entity	Contract counter-party	Date of contract
1.	Authorised Retailer Agreement	Debenhams plc	Parfums Christian Dior	22 December 1992
2.	Authorised Retailer Agreement	Debenhams plc	Parfums Givenchy Limited	Undated

PART 4

EXCLUDED CONTRACTS

Contract	Debenhams Entity	Contract Counter-Party	Date of Contract
Coty UKI Ltd Retail Agreement	Debenhams plc	COTY UK&I Limited	5 October 2018
Gazprom General Terms and Conditions	N/A	Gazprom Marketing & Trading Retail Limited	N/A

PART 5

MATERIAL PROHIBITED CONTRACTS

Contract	Debenhams Entity	Contract Counter-Party	Date of Contract
Coty UKI Ltd Retail Agreement	Debenhams plc	COTY UK&I Limited	5 October 2018
Gazprom General Terms and Conditions	N/A	Gazprom Marketing & Trading Retail Limited	July 2003



SCHEDULE 2

FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: [Security Agent] (as Security Agent)

Dated:

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

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

We confirm that:

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

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

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

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

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

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

Yours faithfully

.....
(Authorised signatory)

Debenhams plc

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: Debenhams plc

Dated:

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

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

We confirm that we:

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

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

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

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

Yours faithfully

.....
(Authorised signatory)

[Contract counterparty]

SCHEDULE 3

FORMS OF LETTER FOR MATERIAL PROHIBITED CONTRACTS

PART 1

CONSENT REQUEST

To: [Counterparty]

Copy: [Security Agent] (as Security Agent)

Dated:

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

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

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

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

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

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

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

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

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

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

Yours faithfully

.....
(Authorised signatory)

Debenhams plc

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: Debenhams plc

Dated:

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

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

We confirm that we:

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

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

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

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

Yours faithfully

.....
(Authorised signatory)

[Contract counterparty]

SIGNATORIES

Chargor

EXECUTED as a DEED by)
DEBENHAMS PLC)

acting by)
[REDACTED])
UNDER)
SECTION 859G)
OF THE)
Direct)
COMPANIES)
ACT 2006)

In the presence of

Witness's signature

Name: *Paul Eardley*

Address: *10 Brock Street*

Security Agent

GLAS TRUST CORPORATION LIMITED

By: [REDACTED UNDER SECTION
859G OF THE COMPANIES ACT
2006]