



Registration of a Charge

Company name: **ALLENBY SQUARE LIMITED**

Company number: **07232571**



X3G53Y20

Received for Electronic Filing: **10/09/2014**

Details of Charge

Date of creation: **08/09/2014**

Charge code: **0723 2571 0006**

Persons entitled: **BARCLAYS BANK PLC (AS SECURITY AGENT)**

Brief description: **LAND K/A MERIDIAN HOUSE, GADBROOK PARK, RUDHEATH, CHESHIRE (TITLE NO. CH241898) TRADEMARK: COGGLES, JURISDICTION: UK, REGISTRATION NO: 2614030 AND ADDITIONAL INTELLECTUAL PROPERTY. PLEASE SEE DEED FOR FURTHER DETAILS.**

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7232571

Charge code: 0723 2571 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th September 2014 and created by ALLENBY SQUARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th September 2014 .

Given at Companies House, Cardiff on 11th September 2014

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION COPY

DATED

8 SEPTEMBER

2014

(1) THE CHARGORS

(2) BARCLAYS BANK PLC
(as Security Agent)

DEBENTURE



Pinsent Masons

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THIS DEED is made on 9 SEPTEMBER 2014

BETWEEN:-

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (together with each company which becomes a party to this Deed by executing a Deed of Accession, each a "**Chargor**" and together the "**Chargors**"); and
- (2) **BARCLAYS BANK PLC** (the "**Security Agent**") as agent and security agent for itself and each of the Secured Parties as defined below).

THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

"Account"	means any account opened or maintained by any Chargor at any bank or financial institution but for these purposes "Account" excludes any account open or maintained in the Channel Islands
"Agent"	means Barclays Bank plc
"Assigned Account"	means any Account (and any renewal, or redesignation of such accounts) that may from time to time be agreed by the Security Agent and the Parent to be an Assigned Account
"Bike Kit BPA"	means the business purchase agreement for the sale and purchase of the business and assets of Bike Kit Ltd dated 18 January 2013 and made between (1) Bike Kit Ltd, (2) Encore Capital X1 Limited, (3) Anton Wellenreiter, (4) Stephen Robinson, (5) Alison Tempest and Others and (6) Aghoco 1133 Limited
"Channel Island Companies"	means a Chargor incorporated in the Island of Guernsey or the Island of Jersey and " Channel Island Company " means any of them
"Charged Property"	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to this Deed
"Declared Default"	means an Event of Default which has resulted in the Security Agent exercising any of its rights under clause 24.17 (<i>Acceleration</i>) of the Facility Agreement)
"Deed of Accession"	means a deed substantially in the form of Schedule 6 (<i>Deed of Accession</i>) executed, or to be executed, by a person becoming a Chargor
"Deed of Release"	means a deed substantially in the form of Schedule 9 (<i>Deed of Release</i>)

"Default Rate"	means the rate specified in Clause 2.2
"Event of Default"	has the meaning given to that term in the Facility Agreement
"Facility Agreement"	means the Facility Agreement dated on or around the date of this Deed between, amongst others, (1) the Chargors, (2) Abbey National Treasury Services plc, Barclays Bank PLC and HSBC Bank plc (as arrangers), (3) the Agent and (4) the Security Agent
"Finance Documents"	has the meaning given in the Facility Agreement
"Fixed Plant and Equipment"	means all plant, machinery or equipment of each Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building but for these purposes "Fixed Plant and Equipment" excludes any plant, machinery and equipment situate in the Channel Islands
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
"Group"	has the meaning given in the Facility Agreement
"Insurances"	means, together with those insurance policies details of which are set out in Schedule 4 (<i>Details of Material Insurances</i>), or in Schedule 3 to any Deed of Accession by which a Chargor becomes a party to this Deed, any policy of insurance or assurance, but excluding policies of insurance or assurance which relate to liabilities of third parties
"Intellectual Property"	<p>means together with, but not limited to, the intellectual property details of which are set out in Schedule 4 (<i>Details of Intellectual Property</i>), or in Schedule 4 to any Deed of Accession by which a Chargor becomes a party to this Deed, any of the following:-</p> <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above; (b) any invention, copyright, design right or performance right; (c) any trade secrets, know-how and confidential information; and (d) the benefit of any agreement or licence for the use of any such right <p>but for these purposes "Intellectual Property" excludes</p>

	any intellectual property registered in the Channel Islands
"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland or any property situated in the Channel Islands
"Loose Plant and Equipment"	means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment but for these purposes "Loose Plant and Equipment" excludes any plant, machinery, equipment and motor vehicles situate in the Channel Islands
"LPA"	means the Law of Property Act 1925
"Monetary Claims"	means all book and other debts and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Notice of Assignment"	means a notice of assignment in substantially the form set out in Schedule 7 (<i>Form of Notice of Assignment of Insurance</i>), Schedule 8 (<i>Form of Notice of Assignment of Specific Contract</i>) or in such form as may be specified by the Security Agent
"Obligors"	has the meaning given in the Facility Agreement
"Parent"	means The Hut Group Limited
"Party"	means a party to this Deed
"Planning Acts"	means the Town and Country Planning Act 1990, the Planning (Listed Building and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Local Government Planning and Land Act 1980 and any subsequent legislation of a similar nature
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Regulations"	means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/2336) or equivalent legislation in any applicable jurisdiction bringing into

effect Directive 2002/47/EC on financial collateral arrangements, and "**Regulation**" means any of them

"Related Rights"

means in relation to any Charged Property:

- (a) the proceeds of sale of any part of that Charged Property;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property

"Secured Finance Documents"

means the Finance Documents

"Secured Liability"

means any liability expressed to be due, owing or payable by any Chargor under or in connection with any of the Secured Finance Documents (together the "**Secured Liabilities**")

"Secured Party"

has the meaning ascribed to that term in the Facility Agreement

"Securities"

means all the right, title and interest of a Chargor, now or in the future, in any:-

- (a) stocks, shares, bonds, Deeds, loan stocks, or other securities issued by any person;
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, Deeds, loan stocks or other securities or investments issued by any person; and
- (c) units or other interests in any unit trust or collective investment scheme,

other than the Shares

"Security"

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

"Security Agent"

includes the Security Agent's successors in title and any successor appointed in accordance with the Secured Finance Documents

"Security Period"

means the period beginning on the date of this Deed and ending on the date that all the Secured Liabilities have been unconditionally and irrevocably paid and

discharged in full

"Shares"

means all of the shares in the capital of each of the companies specified in Schedule 3 (*Details of Shares*) and any Shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time, or in Schedule 2 to any Deed of Accession by which a Chargor becomes a party to this Deed, held by, to the order of or on behalf of, any Chargor at any time but excludes any shares in the capital of any Channel Island Company

"Specific Contracts"

means any acquisition agreement for Permitted Acquisitions (as that term is defined in the Facility Agreement), the Bike Kit BPA and any agreement specified in Schedule 5 to any Deed of Accession by which a Chargor becomes a party to this Deed

"Transaction Security Documents"

has the meaning given in the Facility Agreement

"Transaction Security"

means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facility Agreement shall have the same meanings in this Deed.

1.3 Interpretation

The principles of interpretation set out in clauses 1.2.1 to 1.2.4 of the Facility Agreement shall apply to this Deed insofar as they are relevant to it and in this Deed, unless the context otherwise requires, a reference to a "**Secured Finance Document**" or any other agreement or instrument is a reference to that Secured Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Secured Finance Document or other agreement or instrument and includes any increase in, extension of or change to any facility made available under that Secured Finance Document or other agreement or instrument.

1.4 Acknowledgement

Each Chargor acknowledges that the Security Agent enters into this Deed for itself and as agent for the Secured Finance Parties who shall be entitled to the full benefit of this Deed.

1.5 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.6 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Secured Finance Documents and of any side letters between any parties in relation to any Secured 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.

1.7 Third party rights

1.7.1 Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.

1.7.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. COVENANT TO PAY

2.1 Secured Liabilities

Each Chargor covenants that it will on demand of the Security Agent pay and discharge any or all of the Secured Liabilities when due.

2.2 Interest

Each Chargor covenants to pay interest to the Security Agent upon any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after any judgment) at one per cent. above the rate applicable to that sum immediately before demand (or, if there was no such applicable rate, at one per cent. above the Security Agent's base rate).

3. CHARGES

3.1 Mortgages and Fixed Charges

As a continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Agent all its right, title and interest from time to time in each of the following assets:-

3.1.1 by way of first legal mortgage all Land which is described in Schedule 2 or in Schedule 1 to any Deed of Accession by which a Chargor becomes party to this Deed and all other Land now vested in any Chargor;

3.1.2 by way of first fixed charge all other Land now vested in any Chargor (to the extent not effectively charged by Clause 3.1.1) and all Land acquired by any Chargor after the date of this Deed;

3.1.3 by way of equitable mortgage or (if or to the extent that this Deed does not take effect as a mortgage) by way of first fixed charge the Shares;

3.1.4 by way of first fixed charge:-

- (a) the Securities;
- (b) the Intellectual Property;
- (c) the Monetary Claims;
- (d) the Fixed Plant and Equipment;
- (e) the Loose Plant and Equipment;

- (f) the Accounts;
- (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment;
- (h) to the extent not assigned or effectively assigned by Clause 3.3 (*Assignments*), the Specific Contracts, the Insurances and other agreements and all Related Rights in respect of such Charged Property; and
- (i) its present and future goodwill and uncalled capital.

3.2 Floating Charge

As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Agent by way of first floating charge the whole of such Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by this Deed, including, without limitation, any heritable property of such Chargor situated in Scotland.

3.3 Assignments

As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns absolutely in favour of the Security Agent, but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets:-

- 3.3.1 the Specific Contracts;
- 3.3.2 the Insurances; and
- 3.3.3 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 3.1 (*Mortgages and Fixed Charges*),

together with all Related Rights in respect of such Charged Property, provided that each Chargor is entitled until the occurrence of an Event of Default which is continuing to exercise all rights assigned under this Clause 3.3 (*Assignments*) (subject to the terms of the Secured Finance Documents) and the Security Agent will reassign any such rights to the extent necessary to enable such Chargor to do so.

3.4 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall hold it on trust for the Security Agent.

3.5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

- 4.1.1 an Event of Default has occurred and is continuing;
- 4.1.2 the Security Agent considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 4.1.3 the Security Agent considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

4.2 Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if:-

- 4.2.1 any Chargor creates or attempts to create any Security (other than Permitted Security (as defined in the Facility Agreement) over any of the Charged Property; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.2.3 any step is 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 any Chargor, over all or any part of its assets, or if such person is appointed.

4.3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.3.1 the obtaining of a moratorium; or
- 4.3.2 anything done with a view to obtaining a moratorium

under Schedule A1 to the Insolvency Act 1986.

5. PERFECTION OF SECURITY

5.1 Notices of Assignment

The Chargors shall deliver to the Security Agent (or procure delivery of) Notices of Assignment duly executed by, or on behalf of, the applicable Chargors:-

- 5.1.1 in respect of each Specific Contract, on the date of this Deed and promptly upon entering into any further Specific Contract after the date of this Deed;
- 5.1.2 in respect of the Insurances, on the date of this Deed and promptly upon purchasing any further Insurance after the date of this Deed; and

- 5.1.3 in respect of any other asset which is the subject of an assignment pursuant to Clause 3.3 (*Assignments*), promptly upon the request of the Security Agent from time to time,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Assignment is addressed.

5.2 Notices of Charge

The Chargors shall promptly deliver to the Security Agent (or procure delivery of) notices of charge (in form and substance satisfactory to the Security Agent) duly executed by, or on behalf of, the applicable Chargor and shall use their reasonable endeavours to obtain acknowledgement of those notices signed by each of the banks or financial institutions with which any of the Accounts are opened or maintained (other than with the Security Agent). The execution of this Deed by the Chargors and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

5.3 Delivery of Documents of Title

The Chargors shall upon the execution of this Deed (or, if later, upon receipt or entitlement thereof), and upon the acquisition by any Chargor of any interest in any Land deliver (or procure delivery) promptly at the request of the Security Agent of either:-

- 5.3.1 all deeds, certificates and other documents relating to such Land (which the Security Agent shall be entitled to hold and retain); or
- 5.3.2 an undertaking from the Parent's solicitors (in form and substance acceptable to the Security Agent) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Security Agent.

5.4 Application to the Land Registry

Each Chargor and the Security Agent apply to the Land Registry for the following to be entered on the registered title to any Land now or in the future owned by it:-

- 5.4.1 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 [*insert date*] in favour of Barclays Bank PLC referred to in the charges register (Form P)".

- 5.4.2 a notice that the Security Agent is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents and the security created by the charge dated [*insert date*] in favour of Barclays Bank PLC has been created for the purpose of securing such further advances.

5.5 Delivery of Share Certificates

The Chargors shall:-

- 5.5.1 on the date of this Deed, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares, and stock

transfer forms relating to the Shares (executed in blank by or on behalf of the applicable Chargor); and

- 5.5.2 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, deliver to the Security Agent (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (stamped and executed in blank on behalf of the applicable Chargor) in respect of such stocks, shares, warrants or other securities as the Security Agent may request.

5.6 Intellectual Property

Each Chargor shall, if requested by the Security Agent and at such Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Security Agent may require and do all acts that the Security Agent may require to perfect the Security taken by, or to record the interest of, the Security Agent in any registers relating to any registered Intellectual Property.

6. RESTRICTIONS AND FURTHER ASSURANCE

6.1 Security

Each Chargor undertakes that it shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by Clause 22.3 (*Negative pledge*) of the Facility Agreement, except as expressly permitted under the terms of the Secured Finance Documents.

6.2 Disposal

Each Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except as permitted by clause 22.4 (*Disposals*) of the Facility Agreement.

6.3 Further assurance

Each Chargor shall promptly do whatever the Security Agent (acting reasonably) requires to:-

- 6.3.1 perfect or protect the Security created or expressed to be created by this Deed, or its priority; or
- 6.3.2 facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any charge, assignment or assurance of the Charged Property (whether to the Security Agent or its nominees or otherwise), or, in the case of clause 6.3.2 only, any transfer or conveyance of the Charged Property (whether to the Security Agent or its nominees or otherwise) making any registration and giving any notice, order or direction.

7. SHARES AND SECURITIES

7.1 Shares: Before an Event of Default

Prior to the occurrence of an Event of Default which is continuing, the Chargors shall:-

- 7.1.1 pay all dividends, interest and other monies arising from the Shares into an Account; and
- 7.1.2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Secured Finance Documents.

7.2 **Shares: After an Event of Default**

After the occurrence of an Event of Default which is continuing, the Security Agent may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):-

- 7.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 7.2.2 apply all dividends, interest and other monies arising from the Shares in accordance with Clause 13 (*Application of Moneys*);
- 7.2.3 transfer the Shares into the name of such nominee(s) of the Security Agent as it shall require; and
- 7.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares or other securities are included in the Charged Property, to concur or participate in:-
 - (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such reconstruction, amalgamation, sale or other disposal);
 - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in such manner and on such terms as the Security Agent may think fit, and the proceeds of any such action shall form part of the Charged Property.

7.3 **Securities and Shares: Payment of Calls**

The Chargors shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate notified to the Chargor by the Security Agent.

7.4 **Securities: Delivery of Documents of Title**

After the occurrence of an Event of Default, the Chargors shall promptly on the request of the Security Agent deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to retain, all of the Securities and any certificates and other documents of title representing the Securities to which any Chargor (or its nominee(s)) is or becomes entitled together with any other document which the

Security Agent may request (in such form and executed as the Security Agent may require) with a view to perfecting or improving its security over the Securities or to registering any Securities in its name or the name of any nominee(s).

7.5 Securities: Exercise of Rights

The Chargors shall not exercise any of their respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Security Agent, would prejudice the effectiveness of, or the ability of the Security Agent to realise, the security created by or pursuant to this Deed.

8. ACCOUNTS

8.1 Accounts: Notification and Variation

The Chargors, during the subsistence of this Deed:-

8.1.1 shall promptly deliver to the Security Agent on the date of this Deed (and, if any change occurs after the date of this Deed, on that date), details of each Account maintained by it with any bank or financial institution (other than with the Security Agent); and

8.1.2 shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account unless such account closure is notified in advance to the Security Agent or the transfer of that Account to the Security Agent.

8.2 Accounts: Operation Before an Event of Default

The Chargors shall, prior to the occurrence of an Event of Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.

8.3 Accounts: Operation After an Event of Default

After the occurrence of an Event of Default which is continuing the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent.

8.4 Assigned Accounts

8.4.1 The Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Assigned Account except with the prior written consent of the Security Agent or as expressly permitted pursuant to the terms of the Secured Finance Documents.

8.4.2 The Security Agent shall, upon the occurrence of a Default which is continuing be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Assigned Accounts and to:-

(a) demand and receive all and any monies due under or arising out of each Assigned Account; and

(b) exercise all such rights as the Chargors were then entitled to exercise in relation to such Assigned Accounts or might but for the terms of this Deed, exercise.

8.5 Accounts: Application of Moneys

The Security Agent shall, upon the occurrence of an Event of Default which is continuing be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 13 (*Application of Moneys*).

9. MONETARY CLAIMS

9.1 No dealing with Monetary Claims

The Chargors shall not at any time during the subsistence of this Deed, without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Secured Finance Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing.

9.2 Proceeds of Monetary Claims

The Chargors shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account (and, where required under the Secured Finance Documents, an Assigned Account).

10. INSURANCES

10.1 Insurances: Undertakings

The Chargors shall at all times during the subsistence of this Deed:-

10.1.1 keep the Charged Property insured in accordance with the terms of the Secured Finance Documents;

10.1.2 if required by the Security Agent, cause each Insurance relating to the Charged Property other than any Insurances which have been the subject of a Notice of Assignment pursuant to Clause 5 (*Perfection of Security*) to contain (in form and substance satisfactory to the Security Agent) an endorsement naming the Security Agent as joint loss payee in respect of all claims;

10.1.3 promptly pay all premiums and other moneys payable under all its Insurances or procure that such is done and promptly upon request, produce to the Security Agent a copy of each policy and evidence (acceptable to the Security Agent) of the payment of such sums (or procure that such is done); and

10.1.4 if required by the Security Agent, provide a copy of all Insurances relating to the Charged Property to the Security Agent.

10.2 Insurance: Default

If any Chargor defaults in complying with Clause 10.1 (*Insurance: Undertakings*), the Security Agent may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Security Agent in doing so shall be reimbursed by the Chargors to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate specified in Clause 2 (*Covenant to Pay*).

10.3 Application of Insurance Proceeds

All moneys received under any Insurance relating to the Charged Property shall, prior to the occurrence of an Event of Default, be applied in accordance with the terms of the Secured Finance Documents. After the occurrence of an Event of Default the Chargors shall hold such moneys upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 13 (*Application of Moneys*) and each Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Charged Property.

11. DEMAND AND ENFORCEMENT

11.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

- 11.1.1 the occurrence of a Declared Default; or
- 11.1.2 any request being made by a Chargor to the Security Agent for the appointment of a Receiver or an administrator, or for the Security Agent to exercise any other power or right available to it.

11.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Security Agent may (without prejudice to any other rights and remedies and without notice to the Chargors) do all or any of the following:-

- 11.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;
- 11.2.2 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 Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA;
- 11.2.3 to the extent that any Charged Property constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18; and
- 11.2.4 subject to Clause 12.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property; and
- 11.2.5 appoint an administrator of any Chargor.

11.3 Disposal of the Charged Property

In exercising the powers referred to in Clause 11.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

11.4 Same rights as Receiver

Any rights conferred by any Secured Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an administrator,

after the Security created by this Deed has become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Property.

11.5 Delegation

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Secured Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

12. RECEIVERS

12.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Security Agent under this Deed shall be in writing under the hand of any officer or manager of the Security Agent (subject to any requirement for a court order in the case of the removal of an administrative receiver).

12.2 Removal

The Security Agent may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

12.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

- 12.3.1 of the Security Agent under this Deed;
- 12.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- 12.3.3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 12.3.4 in relation to any Charged Property, which he would have if he were its only beneficial owner; and
- 12.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

12.4 Receiver as agent

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until such Chargor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Security Agent.

12.5 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.

12.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Security Agent and the maximum rate specified in section 109(6) of the LPA shall not apply.

13. APPLICATION OF MONEYS

13.1 Application of moneys

All sums received by virtue of this Deed and/or any other Transaction Security Documents by the Security Agent or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

13.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Security Agent as agent for the Secured Parties and/or as trustee in relation to the Transaction Security Documents, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;

13.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Agent or any Receiver;

13.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Facility Agreement;

13.1.4 **fourthly**, in the payment of the surplus (if any), to the Chargor concerned or any other person entitled to it,

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

14. POWER OF ATTORNEY

14.1 Appointment

Each Chargor irrevocably and by way of security appoints:-

14.1.1 the Security Agent (whether or not a Receiver has been appointed);

14.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Security Agent; and

14.1.3 (as a separate appointment) each Receiver,

severally as such Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor could be required to do or execute under any provision of this Deed, or which the Security Agent in its sole opinion may consider necessary or desirable for perfecting its title to any of the Charged Property or enabling the Security Agent or the Receiver to exercise any of its rights or powers under this Deed.

14.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 14.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 14.1 (*Appointment*).

15. CONSOLIDATION

15.1 Combination of accounts

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Security Agent and each Secured Party may at any time after an Event of Default which is continuing has occurred and is continuing, without notice to the Chargor, combine or consolidate all or any accounts which it then has in relation to such Chargor (in whatever name) and any Secured Liabilities owed by such Chargor to the Security Agent and each Secured Party, and/or set-off or transfer any amounts standing to the credit of one or more accounts of such Chargor in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise.

15.2 Application

The Security Agent's rights under Clause 15.1 (*Combination of accounts*) apply:-

- 15.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;
- 15.2.2 whether or not any credit balance is immediately available or subject to any restriction;
- 15.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Security Agent may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and
- 15.2.4 in respect of any Secured Liabilities owed by the relevant Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

16. PROTECTION OF THIRD PARTIES

16.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Security Agent, as varied and extended by this Deed, and all other powers of the Security Agent, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

16.2 Purchasers

No purchaser from or other person dealing with the Security Agent, any person to whom it has delegated any of its powers, or the Receiver shall be concerned:-

- 16.2.1 to enquire whether any of the powers which the Security Agent or a Receiver have exercised has arisen or become exercisable;
- 16.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act; or
- 16.2.3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

16.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any person to whom any of them have delegated any of their powers.

17. PROTECTION OF THE SECURITY AGENT, THE SECURED PARTIES AND ANY RECEIVER

17.1 No liability

None of the Security Agent, the other Secured Parties, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed, unless such loss or damage is caused by their gross negligence or wilful default.

17.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Security Agent, any Receiver or any of their respective officers or employees liable:-

17.2.1 to account as mortgagee in possession;

17.2.2 for any loss on realisation; or

17.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Security Agent or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession.

17.3 Indemnity

Each Chargor shall indemnify and keep indemnified the Security Agent, the other Secured Parties, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

17.3.1 any act or omission by any of them in relation to all or any of the Charged Property;

17.3.2 any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them;

17.3.3 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;

17.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and

17.3.5 any breach by the relevant Chargor of any of its covenants or other obligations to the Security Agent or any other Secured Party,

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

17.4 Interest

Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause 17 (*Protection of the Security Agent, the Secured Parties and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

17.5 Indemnity out of the Charged Property

The Security Agent, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 17.3 (*Indemnity*).

17.6 Continuing protection

The provisions of this Clause 17 (*Protection of the Security Agent and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

18. PROVISIONS RELATING TO THE SECURITY AGENT

18.1 Powers and discretions

The rights, powers and discretions given to the Security Agent in this Deed:-

- 18.1.1 may be exercised as often as, and in such manner as, the Security Agent thinks fit;
- 18.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and
- 18.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

18.2 Certificates

A certificate by the Security Agent:-

- 18.2.1 as to any amount for the time being due to the Secured Parties or any of them; or
- 18.2.2 as to sums payable to the Security Agent,

shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes.

18.3 Assignment

The Security Agent may assign this Deed to any successor in title (in accordance with the terms of the Facility Agreement) to any of the Secured Liabilities or to a replacement Security Agent appointed in accordance with the provisions of the Facility Agreement, and each Secured Party may assign its interest in this Deed in whole or in part to any successor in title to any of the Secured Liabilities, and the Security Agent and any Secured Party may disclose any information in its possession relating to any Chargor, its affairs or the Secured Liabilities to any actual or prospective assignee.

18.4 Trusts

The perpetuity period for any other constituted by this Deed shall be 125 years.

19. PRESERVATION OF SECURITY

19.1 Continuing Security

This Deed shall be a continuing security to the Security Agent and shall remain in force until expressly discharged in writing by the Security Agent notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

19.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Security Agent or any other Secured Party may have now or at any time in the future for or in respect of any of the Secured Liabilities.

19.3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Security Agent or any other Secured Party) including:-

- 19.3.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 19.3.2 the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- 19.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or 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;
- 19.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- 19.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Secured Finance Document or any other document or Security;
- 19.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Secured Finance Document or any other document; or
- 19.3.7 an insolvency, liquidation, administration or similar procedure.

19.4 Immediate recourse

- 19.4.1 Each Chargor waives any right it may have of first requiring the Security Agent or any other Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights of Security or claim payment from any person before claiming from a Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Secured Finance Document to the contrary.
- 19.4.2 For the avoidance of doubt, each Chargor waives any right it may have under the existing or future laws of the Island of Guernsey or of the Island of

Jersey, whether by virtue of the *droit de discussion* or otherwise, to require that recourse be had to the assets of another before any claim is enforced against it in respect of the obligations assumed by it under or in connection with this Agreement.

- 19.4.3 For the avoidance of doubt, any right which at any time a Chargor may have under the existing or future laws of the Island of Guernsey or of the Island of Jersey, whether by virtue of the *droit de division* or otherwise, to require that any liability under any guarantee or indemnity given in or in connection with this Agreement be divided or apportioned with any other person or reduced in any manner whatsoever is hereby waived.

19.5 Appropriations

During the Security Period the Security Agent and each Secured Party may:-

- 19.5.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 13.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the relevant Chargor shall not be entitled to the same; and
- 19.5.2 hold in an interest-bearing suspense account any moneys received from the relevant Chargor on or account of the Secured Liabilities.

19.6 New Accounts

If the Security Agent or any other Secured Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Charged Property or if a petition is presented or a resolution passed in relation to the winding up of a Chargor, the Security Agent and the relevant Secured Party or Secured Parties may close the current account or accounts and/or open a new account or accounts for such Chargor. If the Security Agent or any other Secured Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by such Chargor to the Security Agent or that Secured Party shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the Secured Liabilities.

19.7 Tacking

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

19.8 Deferral of Chargor's rights

During the Security Period and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed or the enforcement of the Security created by this Deed:-

- 19.8.1 to receive or claim payment from, or be indemnified by an Obligor;
- 19.8.2 to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Secured Finance Documents;

19.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Secured Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Secured Finance Documents by any Secured Party;

19.8.4 to exercise any right of set-off against any Obligor; and/or

19.8.5 to claim or prove as a creditor of any Obligor in connection with any Secured Party.

20. RELEASE

20.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargors:-

20.1.1 release the Charged Property from this Deed;

20.1.2 execute a Deed of Release; and

20.1.3 re-assign the Charged Property that has been assigned to the Security Agent under this Deed.

20.2 Reinstatement

If the Security Agent considers any amount paid or credited to the Security Agent under any Secured Finance Document (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is avoided, reduced, restored in insolvency, liquidation, administration or otherwise set aside, without limitation:-

20.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and

20.2.2 the liability of the relevant Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

20.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

21. MISCELLANEOUS PROVISIONS

21.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

21.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

21.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

21.2 Information

The Security Agent may from time to time seek from any other person having dealings with the Chargors such information about the Chargors and their affairs as the Security Agent may think fit and each Chargor authorises and requests any such person to provide any such information to the Security Agent and agrees to provide such further authority in this regard as the Security Agent may from time to time require.

21.3 Joint and separate liability

Unless the context otherwise requires, all covenants, agreements, representations and warranties on the part of the Chargors contained in this Deed are given by them jointly and separately and shall be construed accordingly.

21.4 Counterparts

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

21.5 Deeds of accession

Each of the parties agrees that each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed.

22. NOTICES

22.1 Communications in Writing

Each communication to be made under or in connection with this Deed shall be made in accordance with clause 33 of the Facility Agreement.

23. GOVERNING LAW

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

24. ENFORCEMENT

24.1 Jurisdiction of English Courts

24.1.1 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 or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

24.1.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary.

24.1.3 This Clause 24.1 (*Jurisdiction of English Courts*) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

24.2 Service of Process

Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):

24.2.1 irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with any Secured Finance Document (and the Parent by its execution of this Deed, accepts that appointment); and

24.2.2 agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned,

and each Chargor expressly agrees and consents to the provisions of this Clause 24 (*Enforcement*) and Clause 23 (*Governing Law*).

EXECUTED AND DELIVERED AS A DEED on the date set out at the beginning of this Deed.

Schedule 1

THE CHARGORS

Chargor	Registration number (or equivalent, if any)	Jurisdiction of incorporation	Address for service
The Hut Group Limited	06539496	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
The Hut.com Limited	05016010	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
The Hut.com (Trading) Limited	87702	Jersey	CTV House La Pouquelaye St Helier Jersey JE2 3TP
GUCO Internet Supplies Limited	49249	Guernsey	3rd Floor Elizabeth House Ruettes Braye St Peter Port Guernsey GY1 1EW
Iwantoneofthose.com Limited	52189	Guernsey	3rd Floor Elizabeth House Ruettes Braye St Peter Port Guernsey GY1 1EW
Lookfantastic Group Limited	05381562	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
Lookfantastic.com Ltd	03519634	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
Lookfantastic Limited	Franchising 05382066	England & Wales	Meridian House Gadbrook Park Rudheath

			Northwich Cheshire CW9 7RA
Lookfantastic Training Limited	05382047	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
Lookfantastic Salons Limited	06310534	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
The Hut Platform Limited	06473891	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
Mankind Holdings Limited	52666	Guernsey	3rd Floor Elizabeth House Ruettes Braye St Peter Port Guernsey GY1 1EW
Mankind Direct Limited	04112104	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
Allenby Square Limited	07232571	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
Cend Limited	04067712	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
Bike Kit Limited	08317188	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA

Exante Diet Ltd	07126424	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
The Hut IHC Limited	07907458	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
Moo Limited	05158225	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA
Zone Limited	51762	Guernsey	3rd Floor Elizabeth House Ruettes Braye St Peter Port Guernsey GY1 1EW
ENSCO 818 Limited	7459909	England & Wales	Meridian House Gadbrook Park Rudheath Northwich Cheshire CW9 7RA

Schedule 2

DETAILS OF LAND

REGISTERED LAND

Meridian House, Gadbrook Park, Rudheath, Cheshire, registered at the Land Registry under
Title Number CH241898

UNREGISTERED LAND

None at the date of this Deed

Schedule 3
DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
The Hut.com Limited	1,199,483 ordinary shares of £1 each	1,199,482 held by The Hut IHC Limited. 1 held by The Hut Group Limited
The Hut Platform Limited	2 ordinary shares of £1 each	The Hut IHC Limited
Ensco 818 Limited	1 ordinary share of £1	The Hut IHC Limited
Lookfantastic Group Limited	2,000 ordinary shares of £1 each	The Hut IHC Limited
Mankind Direct Limited	100 ordinary shares of £1 each	Mankind Holdings Limited
Lookfantastic.com Ltd	104 ordinary shares of £1 each	Lookfantastic Group Limited
Lookfantastic Franchising Limited	2 ordinary shares of £1 each	Lookfantastic Group Limited
Lookfantastic Training Limited	2 ordinary shares of £1 each	Lookfantastic Group Limited
Lookfantastic Salons Limited	100 ordinary shares of £1 each	Lookfantastic Franchising Limited
Allenby Square Limited	1 ordinary share of £1 each	Zone Limited
Cend Limited	202 ordinary shares of £1 each	The Hut IHC Limited
Bike Kit Ltd	101 ordinary shares of £1 each	Ensco 818 Limited
Exante Diet Ltd	85 ordinary shares of £1 each	The Hut IHC Limited
The Hut IHC Limited	1,201,781 A ordinary shares of £1 each and 133,531 B ordinary shares of £1 each	1,201,781 A ordinary shares held by The Hut Group Limited. 133,531 B ordinary shares held by The Hut Management Company Limited
Moo Limited	1 A ordinary share of £1 and 1 B ordinary share of £1	The Hut IHC Limited
Cend International Limited	1 ordinary share of £1	The Hut IHC Limited

Schedule 4

DETAILS OF MATERIAL INSURANCES

Policy Type:

Insurer:

Insured:

Commercial Combined - Property Damage & Business Interruption

Mitsui Sumitomo Insurance – P000050062013A

The Hut Group Limited and Subsidiaries for Property Damage and Employers Liability

Public & Products Liability excludes Bike Kit Ltd, Exante Diet Ltd, Cend Limited and Active Nutrition International OY

Property Damage & Business Interruption	<p align="center">Excess All Claims £25,000</p>	<p>All Risks - UK Buildings £2.95m Contents £2.6m Stock £20.0m Stock at Tpty £100K Tenants Imps £350K Vouchers £500K</p> <p>All Risks - Finland All Contents £Nil Stock at Tpty £750K Tenants Imps £Nil</p>	<p>Business Interruption (BI) Flexible Loss Limit £20.5m* Indemnity Period 12 Months</p> <p>*Cover scope includes: - Loss of Insurance Gross Profit. - Increased Cost of Working. - Additional Increased Costs.</p>	<p>Principal Extensions All Risks Temporary Removal - 10% Cap Additions - 10% Trace & Access - £10K Day One - 15% Seasonal Stock + 30% (October & November) BI Denial of Access - £50K Supply failure - £50K</p>	<p>Principal Exclusions Terrorism Manual Work Away Exante Diet Limited</p> <p>Long Term Agreement March 2015</p>
Employers Liability	<p align="center">Excess Nil</p>	<p align="center">Indemnity Limit £25m</p>		<p>Principal Exclusions Terrorism £5m limit</p> <p>Excluded Entities None</p>	

Public & Products Liability	Excess £500 TPPD	Indemnity Limit £10m Jurisdiction <u>Public</u> Worldwide excluding USA/Canada unless non manual work <u>Products Liability</u> Worldwide	Conditions Declaration Heat Work Away Excluded Entities Bike Kit Ltd t/as Pro Bike Kit Exante Diet Ltd Cend Limited t/as MyProtein and MyVitamins Active Nutrition International OY
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Policy Type:

Computer

Insurer: RSA Plc – GK797122

Insured: The Hut Group Limited and Subsidiaries

Computer	Excess All Claims £7,500	Sums Insured Computers £2,000,000 Laptops – Meridian House £30,000 TOTAL £2,030,000	Reinstatement of Data/ Increased Costs of Working £200,000	Principal Exclusions Terrorism Breakdown
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Policy Type:**Public & Products Liability****Insurer:**

Catlin Insurance Company Limited – 1093582/0

Insured:

The Hut Group Limited

The Hut.com Limited

Cend Limited t/as MyProtein and MyVitamins

Exante Diet Limited

Active Nutrition International OY

Public & Products Liability	Excess £10,000 – USA Others – £2,500	Indemnity Limits <u>Public Liability - £10m</u> 'Any one occurrence' <u>Products Liability - £10m</u> 'Any one occurrence and in the aggregate' <u>Product & Service Professional Liability - £500K</u> 'Any one occurrence and in the aggregate' Claims Trigger Public- Claims occurring Products – Claims made/notified Product/Service - Claims made/notified	Jurisdiction <u>Public</u> Worldwide excluding USA/Canada unless non manual work. <u>Products</u> Worldwide <u>Product & Service</u> Worldwide excluding USA/Canada. Retroactive Date Exante Diet Ltd 23 Aug 2013 Cend Ltd 8 July 2003 Active Nutrition 24 Jan 2014 Products to US 24 Jan 2014	Main Conditions Premium Adjustment Rights of Recourse – Suppliers/Manufacturers Defence Costs - Inclusive Principal Exclusions Liquidated damages Non admission of liability Failure to prevent injury or damage Professional advice for a fee Recall costs
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Policy Type:**Public & Products Liability****Insurer:**

Axa Insurance Plc – BM CMB 6831031

Insured:

Bike Kit Limited t/as Pro Bike Kit

Public & Products Liability	Excess £500 Property damage and clean up costs. £2,500 Products exported to USA/Canada.	Indemnity Limits Public Liability - £10m 'Any one occurrence' Products Liability - £10m 'Any one occurrence and in the aggregate' Claims Trigger Public – Claims occurring Products – Claims occurring	Jurisdiction Worldwide excluding USA/Canada Territorial Limits Worldwide	Main Conditions Premium Adjustment Rights of Recourse – Suppliers/Manufacturers Principal Exclusions Liquidated damages Services in US Pollution/Enviro Impairment in US
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Policy Type:**Marine transit****Insurer:**

RSA Plc – CO83499S

Insured:

The Hut Group Limited and Subsidiaries

Marine	Excess £25,000	Limits Any one vessel, aircraft or conveyance £250,000 Limit Any One Location £500,000 Stock – PDM, US £800,000	Principal Clauses Rust, Oxidisation, decolourisation on unpacked or uncrated items, bruising, scratching, chipping, denting and claims for repainting. Goods in transit to customer in Croydon. Vehicle Security Condition	Renewal Basis Estimated Annual Sendings
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Policy Type:**Business Travel**

Insurer: RSA Plc / Vela Underwriting – VGT 86998
Insured: The Hut Group Limited and Subsidiaries

Business Travel	Excess Nil	Insured Persons All employees Operative Time Whilst on business trips outside the UK	Main Limits		Excluded Locations Afghanistan, Chechnya, Congo, Iraq, Israel (West Bank & Gaza only), Ivory Coast, Somalia, Sudan.
			Personal Accident	£50,000	
			Emergency Medical	£10,000,000	
			Baggage	£10,000	
			Money	£5,000	
			Cancellation	£10,000	
			Personal liability	£2,000,000	

Policy Type: Engineering Inspection

Insurer: Zurich Insurance – NYG22511

Insured: The Hut Group Limited and Subsidiaries

Engineering Inspection	Excess None	Statutory inspection of passenger lift at Meridian House.	

Salon and Training College

Policy Type: Commercial Combined - Property Damage & Business Interruption

Insurer: Mitsui Sumitomo Insurance – P000049012013A

Insured: The Hut Group Limited and Subsidiaries

Property Damage & Business Interruption	Excess Subsidence £2,500 Others £250	<p>All Risks The Agora, BN3 3LN Buildings Stock £2,000 Contents £50,000 Tenants Imps £20,000 Computers £3,000 Costume Jewellery Nil Shop Front Nil</p> <p>All Risks Montague Place, BN1 1 3BG Buildings Stock £28,000 Contents £30,000 Tenants Imps £60,000 Computers £12,993 Costume Jewellery £1,000 Shop Front £2,300</p>	<p>Business Interruption (BI) Gross Revenue College £350,000 Salon £158,007 Indemnity Period 24 Months</p>	<p>Principal Extensions All Risks Denial of Access £100K with a 4 hour excess Loss of Attraction £250,000 Failure of Supply £250,000</p>	<p>Principal Exclusions Terrorism Manual Work Away Breakdown Fraud/Disappearance</p> <p>Principal Conditions Fire Ext Appliances Intruder Alarm Security</p>
Loss of Money	Excess £100	<p>Indemnity Limit During Hours £1,000 Out of Hours £1,000 Employee Homes £500 PA Assault £50,000</p>	<p>Principal Exclusions Dishonesty Losses from vehicles Shortage due to errors Fraud/Disappearance</p>	<p>Principal Conditions Keys – remove from premises Accompaniment Warranty</p>	
Employers Liability	Excess Nil	<p>Indemnity Limit £10m</p>	<p>Principal Exclusions Terrorism £5m limit</p>		
Public & Products Liability	Excess £250 TPPD	<p>Indemnity Limit £5m</p>	<p>Principal Extensions Treatment Extension Data Protection Act</p>	<p>Principal Exclusions Manual Work Away Asbestos Advice, design or spec for a fee</p>	

Schedule 5

DETAILS OF INTELLECTUAL PROPERTY

Case Type: Trade Mark						
Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
ALLSOLE	Australia		1205745	Pending	T133807WAO	
The Hut.com Limited			29/Jan/2014		25,35	
ALLSOLE	Canada	1666494		Pending	T133807CA	
The Hut.com Limited		10/Mar/2014			25, 35	
ALLSOLE	China		1205745	Pending	T113807WCN	
The Hut.com Limited			29/Jan/2014		25	
ALLSOLE	European	009615196	009615196	Registered	T133807EP	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited		21/Dec/2010	27/May/2011	21/Dec/2020	18,25,35	
ALLSOLE	Hong Kong	302885068		Pending	T133807HK	
The Hut.com Limited		04/Feb/2014			25, 35	
ALLSOLE	International	1205745	1205745	Registered	T133807WO	
The Hut.com Limited		29/Jan/2014	29/Jan/2014	29/Jan/2024	25, 35	
ALLSOLE	Japan		1205745	Pending	T133807WJP	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited			29/Jan/2014		25, 35	
ALLSOLE	New Zealand		1205745	Pending	T133807WNZ	
The Hut.com Limited			29/Jan/2014		25, 35	
ALLSOLE	Russian		1205745	Pending	T133807WRU	
The Hut.com Limited			29/Jan/2014		25, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
ALLSOLE	USA	79147974	1205745	Pending	T133807WUS	
The Hut.com Limited		29/Jan/2014	29/Jan/2014		25, 35	
ATTENTION TO eTail	European	011194941	011194941	Registered	T205091EP	
The Hut.com Limited		18/Sep/2012	18/Mar/2013	18/Sep/2022	35, 38, 39, 42	
ATTENTION TO RETAIL	European	011194982	011194982	Registered	T205090EP	
The Hut.com Limited		18/Sep/2012	18/Mar/2013	18/Sep/2022	35, 38, 39, 42	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

CABANA	European	010963585	010963585	Registered	T203697EP	
The Hut Platform Limited		14/Jun/2012	09/Nov/2012	14/Jun/2022	42	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Coggles	Australia		1207061	Pending	T214352WAW	
The Hut.com Limited			13/Feb/2014		25, 35	
COGGLES	Canada	1666497		Pending	T214352CA	
The Hut.com Limited		10/Mar/2014			25, 35	
Coggles	China		1207061	Pending	T214352WCN	
The Hut.com Limited			13/Feb/2014		25	
Coggles	European		1207061	Pending	T214352WEP	
The Hut.com Limited			13/Feb/2014		25, 35	


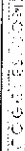
Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
COGGLES	Hong Kong	302889451		Pending	T214352HK	
The Hut.com Limited		07/Feb/2014			25, 35	
Coggles	International	1207061	1207061	Registered	T214352WO	
The Hut.com Limited		13/Feb/2014	13/Feb/2014	13/Feb/2024	25, 35	
Coggles	Japan		1207061	Pending	T214352WJP	
The Hut.com Limited			13/Feb/2014		25, 35	
Coggles	New Zealand		1207061	Pending	T214352WNZ	
The Hut.com Limited			13/Feb/2014		25, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Coggles	Russian		1207061	Pending	T214352WRU	
The Hut.com Limited			17/Jul/2014		25, 35	
Coggles	United Kingdom	2614030	2614030	Registered	T214352GB	
The Hut.com Limited		29/Feb/2012	15/Jun/2012	28/Feb/2022	16, 18, 25, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Coggles	USA	79148475	1207061	Pending	T214352WUS	
The Hut.com Limited		13/Feb/2014	13/Feb/2014		25, 35	
Coggles & Girl Device	United Kingdom	2480591	2480591	Registered	T214350GB	
The Hut.com Limited		23/Feb/2008	11/Jul/2008	23/Feb/2018	16, 18, 25, 35	
Coggles.com	United Kingdom	2614031	2614031	Registered	T214353GB	
The Hut.com Limited		29/Feb/2012	15/Jun/2012	28/Feb/2022	16, 18, 25, 35	
COGGLES.COM (Stylised)	United Kingdom	2480589	2480589	Registered	T214348GB	
The Hut.com Limited		05/Mar/2008	12/Sep/2008	05/Mar/2018	16, 18, 25, 35	
EXANTE	European	010569184	010569184	Registered	T214240EP	
					5, 9, 16, 29, 30, 41,	


Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Exante Diet Limited		18/Jan/2012	25/Jun/2012	18/Jan/2022		
EXANTE	United Kingdom	UK00002475535	UK00002475535	Registered	T214240GB	
Exante Diet Limited		17/Dec/2007	26/Dec/2008	17/Dec/2017	5, 9, 16, 29, 30, 41,	
EXANTE DIET	Canada	1666498		Pending	T209553CA	
Exante Diet Limited		10/Mar/2014			5, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
EXANTE DIET	European	011915881	011915881	Registered	T209553EP	
Exante Diet Limited		20/Jun/2013	15/Nov/2013	20/Jun/2023	5, 9, 16, 29, 30, 35,	
EXANTE DIET	Hong Kong	302885383		Pending	T209553HK	
Exante Diet Limited		04/Feb/2014			5, 35	
EXANTE DIET	International	TBC		Pending	T209553WO	
Exante Diet Limited		29/Jan/2014			5, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
FUEL YOUR AMBITION	European	009944752	009944752	Registered	T206654EP	
Cend Limited		10/Jun/2011	19/Oct/2011	10/Jun/2021	5, 21, 25, 29, 30, 32	
GIFTED.com Logo	European	009582611	009582611	Registered	T133654EP	
The Hut.com Limited		08/Dec/2010	17/Aug/2011	08/Dec/2020	28, 35, 41	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Cilent Reference		Grant Date	Next Renewal	Classes	

Application Date

Hurricane	European	008862112	008862112	Registered	T206611EP	
Cend Limited	t/a	05/Feb/2010	02/Aug/2010	05/Feb/2020	5, 29	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

Hurricane	United Kingdom	2457388	2457388	Registered	T206611GB	
Cend Limited	t/a	04/Jun/2007	02/Nov/2007	04/Jun/2017	5, 29	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

I WANT ONE OF THOSE	European	002475242	002475242	Registered	T132600EP	
		23/Nov/2001	18/Dec/2003	23/Nov/2021	9, 16, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

Case Type: Trade Mark



Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

|wantoneofthose.com

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

I WANT ONE OF THOSE	United Kingdom	2270956	2270956	Registered	T132600GB	
		24/May/2001	25/Oct/2002	24/May/2021	35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	


Application Date

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

lwantoneofthose.com

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference	Grant Date	Next Renewal	Classes		
Application Date						
IWANTONEOFTHOSE.COM	United Kingdom	2497912	2497912	Registered	T132598GB	
Iwantoneofthose.com		17/Sep/2008	13/Feb/2009	17/Sep/2018	35	
KBP PBK	European	007521991	007521991	Registered	T207921EP	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Bike Kit Limited		14/Jan/2009	23/Jul/2009	14/Jan/2019	25, 28, 35	
KNUTSFORD	European	011420593	011420593	Registered	T206441EP	
The Hut.com Limited		12/Dec/2012	10/May/2013	12/Dec/2022	18, 25, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
LOOKFANTASTIC	United Kingdom	2573885	2573885	Registered	T134343GB1	
Lookfantastic.com Ltd		02/Mar/2011	24/Jun/2011	02/Mar/2021	35	
LOOKFANTASTIC Logo	Canada	1666492		Pending	T134344CA	lookfantastic
The Hut.com Limited		10/Mar/2014			3,35	
LOOKFANTASTIC Logo	Hong Kong	302885077		Pending	T134344HK	lookfantastic
The Hut.com Limited		04/Feb/2014			3, 35	
LOOKFANTASTIC Stylised	Australia	1178010		Pending	T134344WAO	lookfantastic
Lookfantastic.com.Ltd		04/Apr/2013			3, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
LOOKFANTASTIC Stylised	China	1178010		Pending	T134344WCN	LOOKFANTASTIC
Lookfantastic.com.Ltd		04/Apr/2013			3	
LOOKFANTASTIC Stylised	European	008951303	008951303	Registered	T134344EP	LOOKFANTASTIC
Lookfantastic.com.Ltd		12/Mar/2010	14/Sep/2010	12/Mar/2020	3, 9, 11, 25, 35, 41,	
LOOKFANTASTIC Stylised	International	1178010	1178010	Registered	T134344WO	LOOKFANTASTIC
Lookfantastic.com.Ltd		04/Apr/2013	04/Apr/2013	04/Apr/2023	3, 9, 11, 25, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
LOOKFANTASTIC Stylised	Japan	1178010		Pending	T134344WJP	LOOKFANTASTIC
Lookfantastic.com.Ltd		04/Apr/2013			3, 35	
LOOKFANTASTIC Stylised	New Zealand	1178010		Pending	T134344WNZ	LOOKFANTASTIC
Lookfantastic.com.Ltd		04/Apr/2013			3, 35	
LOOKFANTASTIC Stylised	Norway	1178010	1178010	Pending	T134344WNO	LOOKFANTASTIC
Lookfantastic.com.Ltd		04/Apr/2013	04/Apr/2013		3, 9, 11, 25, 35	
LOOKFANTASTIC Stylised	Russian	1178010		Pending	T134344WRU	LOOKFANTASTIC
Lookfantastic.com.Ltd		04/Apr/2013			3, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
LOOKFANTASTIC Stylised	United Kingdom	2455944B	2455944B	Registered	T134344GB	LOOKFANTASTIC
Lookfantastic.com		18/May/2007	24/Jul/2009	18/May/2017	35	
LOOKFANTASTIC Stylised	USA	79147214	1178010	Pending	T134344WUS	LOOKFANTASTIC
Lookfantastic.com.Ltd		29/Jan/2014	04/Apr/2013		3, 35	
LOOKMANTASTIC	European	006877351	006877351	Registered	T134345EP	
Lookfantastic.com.Ltd		29/Apr/2008	07/Apr/2009	29/Apr/2018	3, 9, 11, 25, 35, 41,	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MAGIC MONDAY	European	008768095	008768095	Registered	T217939EP	
The Hut.com Limited		18/Dec/2009	13/Jul/2010	18/Dec/2019	35, 39, 42	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MANKIND	Canada	1666495		Pending	T214229CA	
Mankind Direct Limited		10/Mar/2014			35	
MANKIND	China	14034509		Pending	T214229CN	
Mankind Direct Limited		18/Feb/2014			3	
MANKIND	European	006900435	006900435	Registered	T214229EP	
Mankind Direct Limited		09/May/2008	15/Jan/2013	09/May/2018	35, 44	


Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference	Grant Date	Next Renewal	Classes		
Application Date						
MANKIND	Hong Kong	302885112		Pending	T214229HK	
Mankind Direct Limited		04/Feb/2014				
MANKIND	International	1206953	1206953	Registered	T214229W0	
Mankind Direct Limited		29/Jan/2014	29/Jan/2014	29/Jan/2024	35	
MANKIND	Japan	1206953		Pending	T214229WJP	
Mankind Direct Limited		29/Jan/2014			35	
MANKIND	New Zealand	1206953		Pending	T214229WNZ	
Mankind Direct Limited		29/Jan/2014			35	
MANKIND	United Kingdom	UK00002286244	UK00002286244	Registered	T214229GB	


Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Mankind Direct Limited		22/Nov/2001	17/Oct/2003	22/Nov/2021	35	
MARTYN GAYLE	United Kingdom	2466491	2466491	Registered	T134346GB	
Lookfantastic	London	11/Sep/2007	08/Feb/2008	11/Sep/2017	44	
MEGA MONDAY	European	008587669	008587669	Registered	T217938EP	
The Hut.com Limited		01/Oct/2009	29/Mar/2010	01/Oct/2019	35, 39, 42	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MKD:	United Kingdom	UK00002524682	UK00002524682	Registered	T214230GB	
Mankind Direct Limited		26/Aug/2009	11/Dec/2009	26/Aug/2019	3, 35	
MP MAX device	European	008862071	008862071	Registered	T206609EP	
Cend Limited		05/Feb/2010	02/Aug/2010	05/Feb/2020	29, 30	

Case Type: Trade Mark

Trade Mark		Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner		Client Reference		Grant Date	Next Renewal	Classes	
Application Date							
MP MAX device		United Kingdom	2452708	2452708	Registered	T206609GB	
Cend	Limited	t/a	17/Apr/2007	30/May/2008	17/Apr/2017	29, 30	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MP MAX ELLE	European	008743049	008743049	Registered	T217946EP	
Cend Limited		09/Dec/2009	04/Oct/2010	09/Dec/2019	29,30,32	
MY BAG logo	Australia		1210375	Pending	T205065CA	M Y B A G
The Hut.com Limited			29/Jan/2014		18, 35	
MY BAG Logo	Canada	1666493		Pending	T205065WUA	M Y B A G


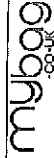
Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited		10/Mar/2014			18, 35	
MY BAG logo	European	011190188	011190188	Registered	T205065EP	M Y B A G
The Hut.com Limited		14/Sep/2012	11/Feb/2013	14/Sep/2022	14,18,35	
MY BAG Logo	Hong Kong	302885130		Pending	T205065HK	M Y B A G
The Hut.com Limited		04/Feb/2014			18, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MY BAG logo	International	1210375	1210375	Registered	T205065W0	M Y B A G
The Hut.com Limited		29/Jan/2014	29/Jan/2014	29/Jan/2024	18, 35	
MY BAG logo	Japan	1210375		Pending	T205065W1P	M Y B A G
The Hut.com Limited		29/Jan/2014			18, 35	
MY BAG logo	New Zealand	1210375		Pending	T205065WNZ	M Y B A G
The Hut.com Limited		29/Jan/2014			18, 35	
MY BAG logo	Russian	1210375		Pending	T205065WRU	M Y B A G
The Hut.com Limited		29/Jan/2014			18, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference	Grant Date	Next Renewal	Classes		
Application Date						
MY PROTEIN & Device	Germany	302011000754	3020110007543	Registered	T214536DE	
The Hut.com Limited		27/Jan/2011	25/May/2011	31/Jan/2021	5, 29, 30, 32, 35	
MyBag.co.uk Logo	European	009350539	009350539	Registered	T132547EP	
The Hut.com Limited		02/Sep/2010	11/Feb/2011	02/Sep/2020	14, 18, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Mybar	European	008862096	008862096	Registered	T206613EP	
Cend	t/a	05/Feb/2010	02/Aug/2010	05/Feb/2020	5, 29	

Case Type: Trade Mark

Trade Mark Owner	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Mybar	United Kingdom	2480390	2480390	Registered	T206613GB	
Cend Limited	t/a	21/Feb/2008	03/Oct/2008	21/Feb/2018	5, 29	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MYDIET	European	011557667		Pending	T207223EP	
The Hut.com Limited		08/Feb/2013			5, 29, 30, 31, 32, 35	
MyLabel	European	009350571	009350571	Registered	T132548EP	
The Hut.com Limited		02/Sep/2010	27/May/2011	02/Sep/2020	18, 25, 35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MYPROTEIN	Australia	1161511	1161511	Registered	T206193WAW	
Cend Limited		05/Dec/2012	13/Jun/2013		5, 29, 30, 35	
MYPROTEIN	Bahrain		1161511	Pending	T206193WBH	
Cend Limited			05/Dec/2012		5,35	
MYPROTEIN	Brazil	840722567		Pending	T206193BR1	
The Hut.com Limited	HUT008486	28/Nov/2013			35	
MYPROTEIN	Brazil	840722630		Pending	T206193BR	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited	HUT008486	28/Nov/2013			5	
MYPROTEIN	Canada	1654938		Pending	T206193CA	
The Hut.com Limited	HUT008486	05/Dec/2013			5,29,30,35	
MYPROTEIN	China	1161511	1161511	Pending	T206193WCN	
Cend Limited		05/Dec/2012	05/Dec/2012		5,29,30	
MYPROTEIN	Croatia		1161511	Pending	T206193WHR	
Cend Limited			05/Dec/2012		5,29,30,35	
MYPROTEIN	Denmark		1161511	Pending	T206193WDK	
Cend Limited			05/Dec/2012		5,29,30,35	
MYPROTEIN	European	012795837		Pending	T206193EP1	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited		15/Apr/2014			5,21,29,30,32,35	
MYPROTEIN	European	012185054		Pending	T206193EP	
The Hut.com Limited		01/Oct/2013			21,29,30,32,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MYPROTEIN	Germany		1161511	Pending	T206193WDE	
Cend Limited			05/Dec/2012		5,29,30,35	
MYPROTEIN	Hong Kong	302814200	302814200	Registered	T206193HK	
The Hut.com Limited	HUT008486	25/Nov/2013	21/May/2014	24/Nov/2023	5,35	
MYPROTEIN	India	2660718		Pending	T206193IN	
The Hut.com Limited	HUT008486	16/Jan/2014			5	
MYPROTEIN	India	2660720		Pending	T206193IN2	
The Hut.com Limited		16/Jan/2014			30	
MYPROTEIN	India	2660719		Pending	T206193IN1	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference	Grant Date	Next Renewal	Classes		
Application Date						
The Hut.com Limited		16/Jan/2014			29	
MYPROTEIN	India	2660721	Pending		T2061931N3	
The Hut.com Limited		16/Jan/2014			35	
MYPROTEIN	International	1161511	Registered		T206193W0	
Cend Limited		05/Dec/2012	05/Dec/2022		5,29,30,35	
MYPROTEIN	Ireland	1161511	Pending		T206193WIE	
Cend Limited		05/Dec/2012			5,29,30,35	
MYPROTEIN	Israel	1161511	Pending		T206193WIL	
Cend Limited		05/Dec/2012	05/Dec/2012		5,29,30,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MYPROTEIN	Italy		1161511	Pending	T206193WIT	
Cend Limited			05/Dec/2012		5,29,30,35	
MYPROTEIN	Japan		1161511	Pending	T206193WJP	
Cend Limited			05/Dec/2012		5,35	
MYPROTEIN	Jordan	131432		Pending	T206193J01	
The Hut.com Limited		25/Nov/2013			35	
MYPROTEIN	Jordan	131560		Pending	T206193J0	
The Hut.com Limited	HUT008486	25/Nov/2013			5	
MYPROTEIN	Mexico	1445004	1448270	Registered	T206193MX1	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited		07/Jan/2014	22/Apr/2014	07/Jan/2024	35	
MYPROTEIN	Mexico	1445002	1448269	Registered	T206193MX	
The Hut.com Limited	HUT008486	07/Jan/2014	22/Apr/2014	07/Jan/2024	5	
MYPROTEIN	New Zealand		1161511	Registered	T206193WNO	
Cend Limited			05/Dec/2012		5,29,30,35	
MYPROTEIN	Norway		1161511	Pending	T206193WNO	
Cend Limited			05/Dec/2012		5,29,30,35	
MYPROTEIN	Oman		1161511	Pending	T206193WOM	
Cend Limited			05/Dec/2012		5,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MYPROTEIN	Qatar	86618		Pending	T206193QA1	
The Hut.com Limited	HUT008486	16/Jan/2014			35	
MYPROTEIN	Qatar	86617		Pending	T206193QA	
The Hut.com Limited	HUT008486	16/Jan/2014			5	
MYPROTEIN	Russian		1161511	Pending	T206193WRU	
Cend Limited			05/Dec/2012		5,29,30,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MYPROTEIN	Saudi Arabia	1435005266		Pending	T206193SA	
The Hut.com Limited	HUT008486	27/Jan/2014			5	
MYPROTEIN	Ukraine		1161511	Pending	T206193WUA	
Cend Limited			05/Dec/2012		5,29,30,35	
MYPROTEIN	United Arab	201692		Pending	T206193AE	
The Hut.com Limited		27/Nov/2013			5	

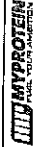
Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
HUT008486						
MYPROTEIN	United Arab	201693		Pending	T206193AE1	
The Hut.com Limited		27/Nov/2013			35	
MYPROTEIN						
	United Kingdom	2643896	2643896	Registered	T206193GB	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Cend Limited		28/Nov/2012	08/Mar/2013	28/Nov/2022	5,29,30,35	
myprotein	United Kingdom	2479145	2479145	Registered	T137352GB	
Cend Limited	t/a	07/Feb/2008	01/May/2009	07/Feb/2018	5,29,30	


Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
MYPROTEIN	USA	1161511	1161511	Pending	T206193WUS	
Cend Limited		05/Dec/2012	13/Jun/2013		5,29,30,35	
MYPROTEIN FUEL YOUR	European	009974874		Pending	T218818EP	
		17/May/2011			5,21,25,29,30,32	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

Cend Limited

MYPROTEIN.CO.UK & Logo	United Kingdom	2411617	2411617	Registered	T206653GB	
Cend Limited	t/a	20/Jan/2006	08/Sep/2006	20/Jan/2016	29,30	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	



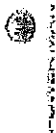
Application Date

MYVITAMINS	European	011025277	011025277	Registered	T218817EP	
Cend Limited		09/Jul/2012	23/Mar/2014	09/Jul/2022	5,29,30,32	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference	Grant Date	Next Renewal	Classes		
Application Date						
one	United Kingdom	2515128	2515128	Registered	T206650GB	
Cend Limited		05/May/2009	02/Oct/2009	05/May/2019	5,32	
PBK	European	007520042	007520042	Registered	T207917EP	
Bike Kit Limited		14/Jan/2009	09/Jun/2009	14/Jan/2019	25,28,35	

Case Type: Trade Mark

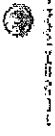
Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
PBK & Ring Logo	European	007521801	007521801	Registered	T207920EP	
Bike Kit Limited		14/Jan/2009	28/Jul/2009	14/Jan/2019	25, 28, 35	
POLYMATH (Stylised)						
	United Kingdom	UK00002646214	UK00002646214	Registered	T214354GB	
The Hut.com Limited		12/Nov/2012	28/Jun/2013	12/Nov/2022	16, 18, 25, 35	
POWER MAN POWERMAN						
	Belarus	1143957	1143957	Registered	T214530WBT	
		16/Aug/2012	16/Aug/2012		5	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

The Hut.com Limited

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
POWER MAN POWERMAN	European	010074383	010074383	Registered	T214530EP	
		24/Jun/2011	04/May/2012	24/Jun/2021	5, 29, 30, 32	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

The Hut.com Limited


POWER MAN POWERMAN	Germany	302010067575.6	302010067575	Registered	T214530DE	
		28/Dec/2010	26/Apr/2011	31/Dec/2020	5, 29, 30, 32	

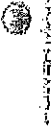
Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

The Hut.com Limited

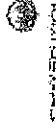
POWER MAN POWERMAN International	1143957	1143957	Registered	T214530WO		
	16/Aug/2012	16/Aug/2012	16/Aug/2022	5		

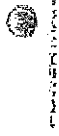
Case Type: Trade Mark						
Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited						
POWER MAN POWERMAN	Kazakhstan	1143957	1143957	Pending	T214530WKZ	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
		16/Aug/2012	16/Aug/2012		5	

Case Type: Trade Mark

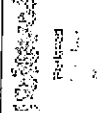
Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited						
POWER MAN POWERMAN	Russian	1143957	1143957	Registered	T214530WRU	
		16/Aug/2012	16/Aug/2012		5	

Case Type: Trade Mark						
Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference	Grant Date	Next Renewal	Classes		
Application Date						
The Hut.com Limited						
POWER MAN POWERMAN	Ukraine	1143957 16/Aug/2012	1143957 16/Aug/2012	Registered	T214530WUA 5	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited						
PRELOVED	European	013057195		Pending	T218080EP	
The Hut.com Limited		04/Jul/2014			35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
PRELOVED (Series of 3)	United Kingdom	UK00003062916		Pending	T218079GB	
The Hut.com Limited		04/Jul/2014			35	
PRELOVED	United Kingdom	UK00002200678	UK00002200678	Registered	T215813GB	
Stylised Moo Limited		09/Jul/1999	30/Jun/2000	09/Jul/2019	16,35	
PROBIKEKIT	Australia	1052156	1052156	Registered	T207893AU	
Bike Kit Limited		26/Apr/2005	05/Dec/2005	26/Apr/2015	35	
PROBIKEKIT	Canada	1619230		Pending	T207893CA	
Bike Kit Limited		21/Mar/2013			5,12,25,28,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Probikekit	European	007508872	007508872	Registered	T207909EP	
Bike Kit Limited		09/Jan/2009	23/Jul/2009	09/Jan/2019	25,28,35	
PROBIKEKIT	European	011874625		Pending	T207893EP	
Bike Kit Ltd		05/Jun/2013			5,12,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Probikekit	International	1004769	1004769	Registered	T207909W0	
Bike Kit Limited		20/Mar/2009	20/Mar/2009	20/Mar/2019	25,28,35	
Probikekit	USA	1004769	1004769	Registered	T207909WUS	
Bike Kit Limited		20/Mar/2009	20/Mar/2009		25,28,35	
promilk	United Kingdom	2515296	2515296	Registered	T206649GB	
Cend Limited	t/a	02/May/2009	14/Aug/2009	02/May/2019	5,32	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	


Application Date

Pulse	United Kingdom	2466332	2466332	Registered	T206612GB
Cend	Limited	t/a	15/Aug/2008	10/Sep/2017	29


Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

Ring Logo	European	007521107	007521107	Registered	T207919EP	
Bike Kit Limited		14/Jan/2009	24/Sep/2009	14/Jan/2019	25,28,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Sarah Coggles	United Kingdom	2593460	2593460	Registered	T214351GB	
The Hut.com Limited		02/Sep/2011	17/Feb/2012	02/Sep/2021	16,18,25,35	
sarah coggles (Stylised)	United Kingdom	2480588	2480588	Registered	T214344GB	
The Hut.com Limited		23/Feb/2008	11/Jul/2008	23/Feb/2018	16,18,25,35	
T MATRIX	European	010124691	010124691	Registered	T206655EP	
Cend Limited	t/a	14/1u1/2011	17/May/2012	14/Jul/2021	5	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
THE HUT	Australia	1199354	1199354	Pending	T214343WU	
The Hut.com Limited		29/Jan/2014	29/Jan/2014		9,28,35	
THE HUT	Canada	1666496		Pending	T214343CA	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
The Hut.com Limited		10/Mar/2014			9,28,35	
THE HUT	European	008394091		Pending	T218046EP	
The Hut.com Limited		29/Jun/2009			35,39,42	
THE HUT	European	008394091		Pending	T218820EP	
The Hut.com Limited		29/Jun/2009			35,39,42	


Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
THE HUT	Hong Kong	302885149		Pending	T214343HK	
The Hut.com Limited		04/Feb/2014			9,28,35	
THE HUT	International	1199354	1199354	Registered	T214343WO	
The Hut.com Limited		29/Jan/2014	29/Jan/2014	29/Jan/2024	9,28,35	
THE HUT	New Zealand	1199354	1199354	Registered	T214343WNZ	
The Hut.com Limited		29/Jan/2014	29/Jan/2014		9,28,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
THE HUT	United Kingdom	UK00003039649	UK00003039649	Registered	T214343GB1	
The Hut.com Limited		28/Jan/2014	02/May/2014	28/Jan/2024	35	
THE HUT	United Kingdom	2355461	2355461	Registered	T214343GB	
The Hut.com Limited		10/Feb/2004	03/Sep/2004	10/Feb/2024	9,28,35	
THE HUT	USA	79/145534	1199354	Pending	T214343WUS	
The Hut.com Limited		29/Jan/2014	29/Jan/2014		9,28,35	
THE HUT GROUP logo	European	011190221	011190221	Registered	T205064EP	THE HUT GROUP
The Hut.com Limited		14/Sep/2012	18/Mar/2013	14/Sep/2022	35,38,39,42	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
THE HUT.COM	European	011099686	011099686	Registered	T217943EP	
The Hut.com Limited		06/Aug/2012	02/Jan/2013	06/Aug/2022	35,39,42	
the hut.com (Stylised)	European	011099843	011099843	Registered	T217945EP	
The Hut.com Limited		06/Aug/2012	03/Jan/2013	06/Aug/2022	35,39,42	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

Thermopure	European	008862121	008862121	Registered	T206647EP	
Cend Limited t/a		05/Feb/2010	02/Aug/2010	05/Feb/2020	5	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

Thermopure	United Kingdom	2491631	2491631	Registered	T206647GB	
Cend Limited	t/a	02/Jul/2008	21/Nov/2008	02/Jul/2018	5	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

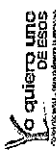
Application Date

Total Peptide	United Kingdom	2491633	2491633	Registered	T206648GB	
Cend Limited	t/a	02/Jul/2008	21/Nov/2008	02/Jul/2018	5	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Washbag Logo	European	009350422	009350422	Registered	T132545EP	washbag.com
The Hut.com Limited		02/Sep/2010	11/Feb/2011	02/Sep/2020	3,8,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
Yo quiero uno DE ESOS no	European	007240575	007240575	Registered	T132601EP	
		17/Sep/2008	14/May/2009	17/Sep/2018	9,16,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

lwantoneofthose.com

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
ZAVVI	Australia		TBC	Pending	T206572WU	
The Hut.com Limited			11/Feb/2014		9,28,35	
ZAVVI	China		TBC	Pending	T206572WCN	
The Hut.com Limited			11/Feb/2014		9,28	
ZAVVI	European	006369391	006369391	Registered	T206572EP	
Guco Internet Supplies		08/Oct/2007	10/Jan/2012	08/Oct/2017	3, 7, 8, 9, 11, 15, 16,	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date


Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
ZAVVI	International	TBC		Pending	T206572W0	
The Hut.com Limited		11/Feb/2014			9,28,35	
ZAVVI	Russian		TBC	Pending	T206572WRU	
The Hut.com Limited			11/Feb/2014		9,28,35	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						
ZAVVI	USA		TBC	Pending	T206572WUS	
The Hut.com Limited			11/Feb/2014		9,28,35	
ZAVVI DOWNLOADS	European	007386411	007386411	Registered	T206575EP	
Guco Internet Supplies		03/Nov/2008	14/May/2009	03/Nov/2018	9,16,28,35	
ZAVVI.CO.UK logo	European	006435838	006435838	Registered	T206573EP	
Guco Internet Supplies		02/Nov/2007	18/Jan/2012	02/Nov/2017	3, 5, 7, 8, 9, 11, 15,	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						


Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

ZAVVI IE Logo	European	006653471	006653471	Registered	T206574EP	
Guco Internet Supplies		30/Jan/2008	25/Feb/2011	30/Jan/2018	3,5,7,8,9,11,15,16,2	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	
Application Date						

ZONE DISTRIBUTION	European	009172826	009172826	Registered	T217942EP 3	
The Hut.com Limited		14/Jun/2010	27/Jan/2011	14/Jun/2020	5,42	

Case Type: Trade Mark

Trade Mark	Country	Application	Grant Number	Status	HGF Ref	Logo/Design
Owner	Client Reference		Grant Date	Next Renewal	Classes	

Application Date

ZONE ENTERTAINMENT	European	009172883	009172883	Registered	T217941EP	
The Hut.com Limited		14/Jun/2010	29/Nov/2010	14/Jun/2020	35,39,42	

Schedule 6

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on [] 20[]

BETWEEN:-

- (1) [] (the "**New Chargor**"), a company incorporated in [England or Wales]
[the Island of Guernsey] [the Island of Jersey] whose registered office is at
[];
- (2) **THE HUT GROUP LIMITED** (the "**Parent**") for itself and as agent for and on behalf of
each of the other Chargors named in the Debenture referred to below; and
- (3) **BARCLAYS BANK PLC** as **Security Agent**

WHEREAS:-

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a
wholly-owned Subsidiary of the Parent.
- (B) The Parent has entered into a deed dated [] (as supplemented and amended
by Deeds of Accession or otherwise from time to time, the "**Debenture**") between The
Hut Group Limited, each of the companies named in the Debenture as Chargors, and
Barclays Bank PLC as Agent and Security Agent for the Secured Parties.
- (C) The New Chargor at the request of the Parent and in consideration of Barclays Bank PLC
making or continuing to make facilities available to the Parent or any other member of its
group and after giving due consideration to the terms and conditions of the Secured
Finance Documents and the Debenture and satisfying itself that there are reasonable
grounds for believing that the entry into this Deed of Accession by it will be of benefit to it,
has decided in good faith and for the purpose of carrying on its business to enter into this
Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture shall apply to
this Deed of Accession insofar as they are relevant to it, as they apply to the
Debenture.

2. ACCESSION

The New Chargor agrees:-

- 2.1 to become a party to and to be 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 in the capacity of Chargor
(but so that the security created consequent on such accession shall be created on
the date of this Deed of Accession); and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are
expressed to be binding on a Chargor.

3. **SECURITY**

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Details of Shares*);
- 3.3 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the insurances referred to in Schedule 3 (*Details of Material Insurances*);
- 3.4 the Intellectual Property charged shall include the Intellectual Property referred to in 0 (*Details of Intellectual Property*); and
- 3.5 the Specific Contracts assigned or (to the extent not assigned or effectively assigned) charged shall include the Specific Contracts referred to in Schedule 5 (*Details of Specific Contracts*).

4. **EFFECT ON DEBENTURE**

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession.

5. **GOVERNING LAW**

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1
DETAILS OF LAND

SCHEDULE 2
DETAILS OF SHARES

SCHEDULE 3
DETAILS OF MATERIAL INSURANCES

SCHEDULE 4
DETAILS OF INTELLECTUAL PROPERTY

SCHEDULE 5
DETAILS OF SPECIFIC CONTRACTS

The New Chargor

EXECUTED as a Deed)
by **[NAME OF COMPANY] [LIMITED] [PLC]**)
acting by two Directors or a Director and its)
Secretary:-)
)

Director

Director/Secretary

The Parent

EXECUTED (but not delivered)
until the date hereof) **AS A DEED**)
by **THE HUT GROUP LIMITED**)
acting by:-)

Director

Director/Secretary

The Security Agent

SIGNED for and on behalf of)
BARCLAYS BANK PLC)

Schedule 7

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To: [Insurer]

Date: []

Dear Sirs,

We give you notice that we have assigned and charged to Barclays Bank PLC (the "**Security Agent**") pursuant to a deed entered into by us in favour of the Security Agent dated [] all our right, title and interest in and to the proceeds of [*insert details of relevant insurance policy*] (the "**Policy of Insurance**").

With effect from your receipt of this notice we instruct you to:

- (1) following the Security Agent's notification to you that an Event of Default has occurred make all payments and claims under or arising from the Policy of Insurance to the Security Agent [*insert an account number if required*] or to its order as it may specify in writing from time to time;
- (2) note the interest of the Security Agent on the Policy of Insurance; and
- (3) disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance.

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent.

Please acknowledge receipt of this notice (substantially in the form of the attached) by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London, E14 4BB marked for the attention of Juana Huwaidi.

Yours faithfully,

for and on behalf of
THE HUT GROUP LIMITED

[On copy only:

To: Barclays Bank PLC

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in such notice and that we will comply with the terms of that notice.

We further confirm that no amendment or termination of the Policy of Insurance shall be effective unless we have given the Security Agent thirty days written notice of it or, if it is not possible to comply with such notification to the Security Agent in accordance with the provisions of the relevant Policy of Insurance, the notice will be provided to the Security Agent in relation to such termination as soon as possible.

For and on behalf of []

By: []

Dated: []

Schedule 8

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS

To: [Account Bank]

Date: []

Dear Sirs,

We give you notice that we have assigned and charged to Barclays Bank PLC as Security Agent (the "**Security Agent**") all of our right, title and interest in and to account number [], account name [] (including any renewal or redesignation of the account) and all monies standing to the credit of that account from time to time (the "**Account**").

With effect from the date of your receipt of this notice:

- (1) any existing payment instructions affecting the Account are to be terminated and all payments and communications in respect of the Account should be made to the Security Agent or to its order (with a copy to the Parent); and
- (2) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Account belong to the Security Agent.

Please accept this notice by signing the enclosed acknowledgement and returning it to the Security Agent at Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London, E14 4BB marked for the attention of Juana Huwaidi.

Yours faithfully

for and on behalf of
THE HUT GROUP LIMITED

[on copy only]

To: **SECURITY AGENT**

Date: []

At the request of the Security Agent and The Hut Group Limited we acknowledge receipt of the notice of assignment and charge, on the terms attached, in respect of the Account (as described in those terms). We confirm that:-

- (1) the balance standing to the Account at today's date is [], no fees or periodic charges are payable in respect of the Account and there are no restrictions on (a) the payment of the credit balance on the Account or (b) the assignment of the Account to the Security Agent or any third party;
- (2) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Account and we will not, without the Security Agent's consent (a) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (b) amend or vary any rights attaching to the Account; and
- (3) we will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account to the Security Agent.

For and on behalf of []

By: []

Schedule 9

FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To: []

Date: []

Dear Sirs,

We give you notice that we have assigned and charged to Barclays Bank PLC ("**Security Agent**") pursuant to a deed entered into by us in favour of the Security Agent dated [] all our right, title and interest in and to [*details of contract*] (the "**Contract**") including all moneys which may be payable in respect of the Contract.

With effect from your receipt of this notice:-

- (1) following the Security Agent's notification to you that the Enforcement Date has occurred all payments by you to us under or arising from the Contract should be made to the Security Agent or to its order as it may specify in writing from time to time;
- (2) all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent;
- (3) all rights to compel performance of the Contract are exercisable by the Security Agent although the Company shall remain liable to perform all the obligations assumed by it under the Contract;
- (4) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract belong to the Security Agent and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Security Agent's consent; and
- (5) you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked, nor may the terms of the Contract be amended, varied or waived without the prior written consent of the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London, E14 4BB marked for the attention of Juana Huwaidi.

Yours faithfully,

for and on behalf of
THE HUT GROUP LIMITED

[On copy only:]

To: BARCLAYS BANK PLC

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice.

We further confirm that:-

- (1) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent;
- (2) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination; and
- (3) no breach or default on the part of the [*insert name of relevant Chargors*] of any of the terms of the Contract shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

For and on behalf of []

By: []

Dated: []

Schedule 10

DEED OF RELEASE

THIS DEED is made on

20[]

BETWEEN:-

- (1) **BARCLAYS BANK PLC** (the "**Security Agent**"); and
- (2) [] **LIMITED** (No. []) whose registered office is at []
(the "**Company**").

WHEREAS:-

- (A) By the debenture granted by the Chargors (as listed therein, and including the Company) to the Security Agent and dated [] (the "**Debenture**"), the Company charged [all] its property and assets [specified therein] (the "**Assets**") to the Security Agent as security for the payment and discharge of all monies, obligations and liabilities therein covenanted to be paid and discharged.
- (B) The Company has satisfied and discharged the liabilities secured by the Debenture and the Security Agent has agreed to execute this Deed by way of acknowledgment of the release of the Assets from the charges and securities contained in the Debenture and the satisfaction and discharge by the Company of the liabilities secured by the Debenture.

IT IS AGREED as follows:-

1. The Security Agent hereby releases the Assets from all mortgages, charges, liens, encumbrances and other securities created by the Debenture and all claims and demands thereunder and (insofar as may be necessary) reassigns all (if any) of the Security Agent's right, title and interest in the Assets to the Company to hold free from all such mortgages, charges, liens, encumbrances and other securities.
2. The Security Agent hereby acknowledges the satisfaction and discharge by or on behalf of the Company of all monies, obligations and liabilities secured by the Debenture.
3. The Security Agent confirms that as at the date of this Deed it has not taken any action to crystallise and is not aware, without making specific enquiry, of any event that has occurred which would cause the crystallisation of any floating charge contained in the Debenture.
4. The Security Agent agrees that it will do all things and execute any further documents or deeds as the Company may reasonably require for the purpose of giving effect to this Deed.
5. The Company shall reimburse the Security Agent on demand for all charges and expenses (including, but not limited to, charges and expenses of legal advisers) incurred by the Security Agent in connection with this Deed and any action taken by the Security Agent pursuant to Clause 4 together with all applicable value added taxes.
6. This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED AS A DEED and delivered on the date at the beginning of this Deed

EXECUTED AS A DEED by)
BARCLAYS BANK PLC by the signature of [)
])
its duly authorised attorney in the presence of:)
)

Signature of witness:

Name of witness:

Address:

EXECUTED AS A DEED by)
[] **LIMITED** acting by:-)
)

Director

Director/Secretary

EXECUTION PAGE

The Chargors

EXECUTED as a Deed
by **THE HUT GROUP LIMITED**
acting by a Director

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

The Chargors

EXECUTED as a Deed
by **THE HUT.COM LIMITED**
acting by a Director

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

The Chargors

EXECUTED as a Deed
by **THE HUT.COM (TRADING) LIMITED**
acting by a Director

in the presence of:-

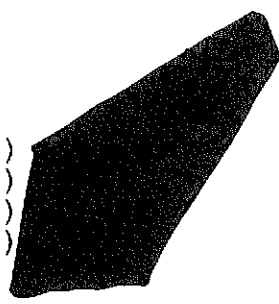
Signature of Witness:

Name of Witness:

Address:

EXECUTED as a Deed
by **GUCO INTERNET SUPPLIES LIMITED**
acting by a Director

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)
)

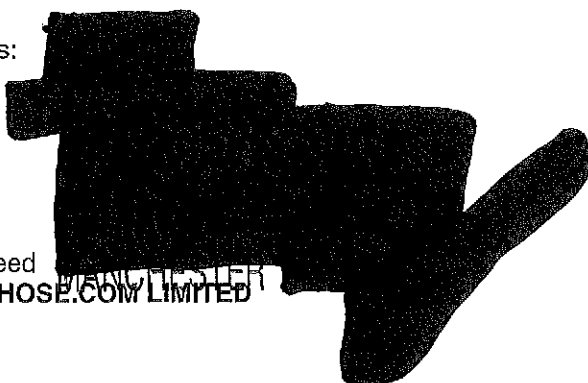


in the presence of:-

Signature of Witness:

Name of Witness:

Address:



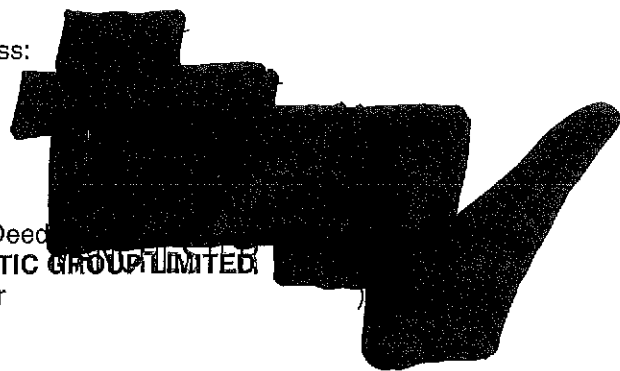
EXECUTED as a Deed
by **IWANTONEOFTHOSE.COM LIMITED**
acting by a Director

in the presence of:-

Signature of Witness:

Name of Witness:

Address:



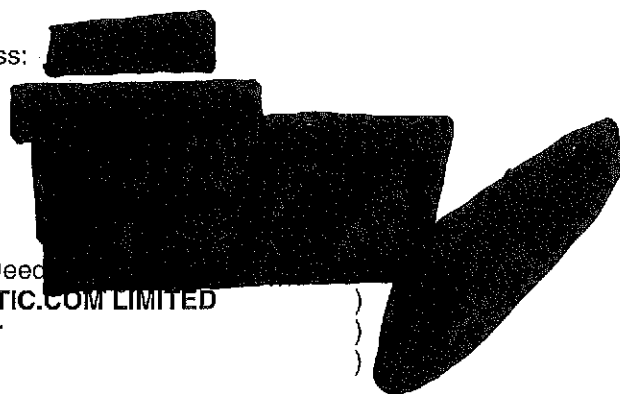
EXECUTED as a Deed
by **LOOKFANTASTIC GROUP LIMITED**
acting by a Director

in the presence of:-

Signature of Witness:

Name of Witness:

Address:



EXECUTED as a Deed
by **LOOKFANTASTIC.COM LIMITED**
acting by a Director

in the presence of:-

Signature of Witness:

Name of Witness:

Address:



EXECUTED as a Deed
by **LOOKFANTASTIC FRANCHISING**
LIMITED
acting by a Director

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a Deed
by **LOOKFANTASTIC TRAINING LIMITED**
acting by a Director

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a Deed
by **LOOKFANTASTIC SALONS LIMITED**
acting by a Director

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a Deed
by **THE HUT PLATFORM LIMITED**
acting by a Director

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a Deed
by **MANKIND HOLDINGS LIMITED**
acting by a Director

)
)
)

[Redacted]

in the presence of:-

Signature of Witness:

[Redacted]

Name of Witness:

Address:

[Redacted]

EXECUTED as a Deed
by **MANKIND DIRECT LIMITED**
acting by a Director

)
)
)

[Redacted]

in the presence of:-

Signature of Witness:

[Redacted]

Name of Witness:

Address:

[Redacted]

EXECUTED as a Deed
by **ALLENBY SQUARE LIMITED**
acting by a Director

)
)
)

[Redacted]

in the presence of:-

Signature of Witness:

[Redacted]

Name of Witness:

Address:

[Redacted]

EXECUTED as a Deed
by **CEND LIMITED**
acting by a Director

)
)
)

[Redacted]

in the presence of:-

Signature of Witness:

[Redacted]

Name of Witness:

Address:

[Redacted]

EXECUTED as a Deed
by **BIKE KIT LIMITED**
acting by a Director

)
)
)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a Deed
by **EXANTE DIET LTD**
acting by a Director

)
)
)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a Deed
by **THE HUT IHC LIMITED**
acting by a Director

)
)
)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a Deed
by **MOO LIMITED**
acting by a Director


)
)
)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:



)

EXECUTED as a Deed
by **ZONE LIMITED**
acting by a Director

)
)
)
)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

EXECUTED as a Deed
by **ENSCO 818 LIMITED**
acting by a Director

)
)
)
)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

The Security Agent

SIGNED for and on behalf of
BARCLAYS BANK PLC

)
)

A large black rectangular redaction box covering the signature of the Security Agent.