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**Confirmation of your representation:** You have been sent the Consent Solicitation Statement on the basis that you (i) are a holder or beneficial owner of the Notes (as defined in the Consent Solicitation Statement); (ii) understand and agreed to the terms set out in the Consent Solicitation Statement; (iii) are not a person to whom it is unlawful to send the Consent Solicitation Statement under applicable laws and regulations; (iv) are not a Sanctions Restricted Person (as defined in the Consent Solicitation Statement); (v) you are not a U.S. person (as defined in Regulation S under the Securities Act), and are not acting for the account or benefit of any U.S. person, and that you are not located or resident in the United States; and (vi) consent to delivery hereof by electronic transmission.

The Consent Solicitation Statement has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission, and consequently none of the Issuer, the Trustee (each as defined in the Consent Solicitation Statement) or the Tabulation Agent or any person who controls, or is a director, officer, employee or agent, nor any affiliate of any such person, accepts any liability or responsibility whatsoever in respect of any difference between the Consent Solicitation Statement distributed to you in electronic format and the hard copy version available to you on request from the Tabulation Agent. You are reminded that the Consent Solicitation Statement has been delivered to you on the basis that you are a person into whose possession the Consent Solicitation Statement may lawfully be delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorized to deliver the Consent Solicitation Statement to any other person.

**Restrictions:** Nothing in this electronic transmission constitutes a tender or exchange offer for, or an offer to sell, or a solicitation of an offer to buy, the Notes in the United States or any other jurisdiction.

The communication of the Consent Solicitation Statement and any other documents or materials relating to the Consents (as defined in the Consent Solicitation Statement) is not being made, and such documents and/or materials have not been approved by an authorized person for the purposes of section 21 of the Financial Services and Markets Act 2000. Accordingly, the Consent Solicitation Statement is not being distributed to, and must not be passed on to, the general public in the United Kingdom. Rather, the communication of the Consent Solicitation Statement as a financial promotion is being made to, and is directed only at: (a) those persons in the United Kingdom falling within the definition of Investment Professionals (contained in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”)) or within Article 43 of the Order, or other persons to whom it may lawfully be communicated in accordance with the Order; or (b) persons outside the United Kingdom (such persons together being “**relevant persons**”). The Consent Solicitation Statement is only available to relevant persons and the transactions contemplated in the Consent Solicitation Statement will be available only to or engaged in only with relevant persons, and this financial promotion must not be relied or acted upon by persons or any person to whom it may otherwise lawfully be made other than relevant persons.

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**THIS CONSENT SOLICITATION STATEMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU DO NOT UNDERSTAND IT OR ARE IN ANY DOUBT AS TO WHAT ACTION YOU SHOULD TAKE, YOU ARE RECOMMENDED TO SEEK INDEPENDENT ADVICE FROM YOUR OWN APPROPRIATELY AUTHORIZED ACCOUNTANT, TAX ADVISOR, LEGAL ADVISOR OR OTHER PERSON AUTHORIZED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (IF YOU ARE IN THE UNITED KINGDOM) OR ANOTHER APPROPRIATELY AUTHORIZED INDEPENDENT FINANCIAL ADVISOR IMMEDIATELY.**

*This Consent Solicitation Statement does not constitute an invitation to participate in the Consent Solicitation (as defined herein) in or from any jurisdiction in or from which, or to or from any person to or from whom, it is unlawful to make such invitation under applicable securities laws. The distribution of this Consent Solicitation Statement in certain jurisdictions may be restricted by laws and regulations. Persons into whose possession this Consent Solicitation Statement comes are required by the Issuer, the Trustee and the Security Agent (each as defined herein) to inform themselves about, and to observe, any such restrictions. If you are in any doubt as to the contents of this Consent Solicitation Statement or the action you should take, you are recommended to immediately seek your own advice from your accountant, financial advisor, tax advisor or legal advisor.*

## **CONSENT SOLICITATION STATEMENT**

**CELINE GROUP HOLDINGS LIMITED (IN LIQUIDATION)** (the “Issuer”)

relating to its

5.25% Senior Notes due 2021 (the “Notes”)

<b>Regulation S Notes</b>	
<b>Common Code:</b>	<b>108197285</b>
<b>ISIN:</b>	<b>XS1081972850</b>

1.1 We refer to:

- (a) the trust deed dated 2 July 2014, entered into between, *inter alios*, Debenhams plc, as the original issuer (the “Company”), the guarantors party thereto and Citicorp Trustee Company Limited, as the original trustee (as amended pursuant to the first supplemental trust deed dated 22 October 2018, the second supplemental trust deed dated 28 March 2019, the third supplemental trust deed dated 28 March 2019, the fourth supplemental trust deed dated 9 April 2019, the fifth supplemental trust deed dated 9 October 2019, the sixth supplemental trust deed dated 23 January 2020 and the seventh supplemental trust deed 30 January 2020, the “Trust Deed”), pursuant to which the Notes were issued; and

- (b) the intercreditor agreement dated 29 March 2019, entered into between, *inter alios*, the Company and the Security Agent (as defined therein) (as amended pursuant to the first supplemental deed dated 9 April 2019 and the second supplemental deed dated 10 February 2020, the “**Intercreditor Agreement**”).
- 1.2 Unless otherwise defined in this consent solicitation statement (this “**Consent Solicitation Statement**”) or the context otherwise requires, capitalized terms defined in the Trust Deed shall have the same meanings in this Consent Solicitation Statement, and the rules of construction set out in the Trust Deed shall apply to this Consent Solicitation Statement.
- 1.3 The date of this Consent Solicitation Statement is 13 February 2024.

## 2 **Background**

- 2.1 GLAS Trust Corporation Limited (the “**Security Agent**”) allocated for distribution and/or distributed certain proceeds under the terms of the Intercreditor Agreement to the Second Lien Creditors (as defined in the Intercreditor Agreement) and Pension Trustees (as defined in the Intercreditor Agreement) (the “**Pension Trustees**”) in October 2021 and November 2021 (the “**Distributions**”).
- 2.2 Following the Distributions, a dispute arose between the Pension Trustees and the Security Agent with respect to the Distributions (the “**Dispute**”). The Pension Trustees disagreed with the Security Agent’s calculation methodology for the Distributions, which, in their view, resulted in an under-allocation or underpayment of proceeds to them. The Pension Trustees provided the Security Agent with their calculation methodology for the Distributions.
- 2.3 The Security Agent and the Pension Trustees intend to enter into a settlement agreement in full and final settlement of the Dispute (the “**Settlement Agreement**”) substantially in the form attached at Annex A (Settlement Agreement) of this Consent Solicitation Statement.
- 2.4 The Settlement Agreement provides for a calculation methodology by reference to both the Security Agent’s calculation methodology and the Pension Trustees’ methodology to settle the Dispute and provide for a subsequent distribution under the Intercreditor Agreement. In particular, the calculation methodology under the Settlement Agreement:
  - (a) calculates 50% of the difference between the Security Agent’s calculation methodology and the Pension Trustees’ methodology allocated to each Pension Trustee in relation to the Distributions and adds the total of the difference to the sums allocated for a subsequent distribution to the Pensions Trustees under the Intercreditor Agreement; and
  - (b) includes a pro rata £300,000 adjustment in favor of the Pension Trustees to forego any further distribution made by the Security Agent in accordance with the Intercreditor Agreement.
- 2.5 A draft calculation spreadsheet detailing the amounts to be distributed to the Second Lien Creditors and the Pension Trustees (the “**Distribution Spreadsheet**”) is set out at

Annex B (Distribution Spreadsheet) of this Consent Solicitation Statement. The Distribution Spreadsheet is in substantially final form, however, the relevant distributions may be subject to minor amendments due to the passage of time between the date of this Consent Solicitation Statement and entry into the Settlement Agreement (including to reflect any legal fees incurred during that period which are entitled to be paid under clause 16.1 (*Order of application*) of the Intercreditor Agreement).

- 2.6 To facilitate the settlement and the distributions under the Intercreditor Agreement, clause 16.1 (*Order of application*) of the Intercreditor Agreement will need to be amended.
- 2.7 The Settlement Agreement will be entered into following the Security Agent's receipt of instructions from the Second Lien Agent (acting on the instructions of the requisite Second Lien Lenders) (in each case as defined in the Intercreditor Agreement), Kroll Trustee Services Limited (the "**Trustee**") (acting on the instructions of the requisite Holders (as defined below) (collectively, the "**Instructing Parties**") and the Pension Trustees in accordance with clause 27.1 (*Required consents*) of the Intercreditor Agreement.
- 2.8 Following the entry into the Settlement Agreement, an amendment to the Intercreditor Agreement shall be entered into which will provide for the distributions contemplated by the Settlement Agreement, as well as certain releases contemplated thereunder (the "**ICA Amendment**"), in the form attached at Annex C (ICA Amendment) of this Consent Solicitation Statement.
- 2.9 Pursuant to clause 27.1(b) (*Required Consents*) of the Intercreditor Agreement, the consent of, among others, the Holders under the Trust Deed is required to effect the ICA Amendment.
- 2.10 The Security Agent requires that each of the Instructing Parties (including the Trustee) duly execute an instruction letter which authorizes and instructs the Security Agent's entry into the Settlement Agreement and to effectuate the transactions contemplated thereunder (including the ICA Amendment and the distributions contemplated by the Distribution Spreadsheet), in the form attached at Annex D (Instruction Letter) of this Consent Solicitation Statement. Pursuant to clause 4.2 of the Settlement Agreement, the Pension Trustees will authorize the Security Agent to enter into the ICA Amendment.
- 2.11 No consent payments are payable, and no new securities will be issued, in connection with the Consents (as defined below).

### **3 Consent Request**

- 3.1 The Issuer is hereby soliciting consents (each, a "**Consent**" and collectively, the "**Consents**") from Holders (as defined below) to:
  - (i) the Security Agent amending the Intercreditor Agreement pursuant to the terms of clause 17.2 (*With Consent of Holders*) of the Trust Deed, by means of the ICA Amendment;
  - (ii) the Trustee and the Security Agent entering into the ICA Amendment; and

(iii) the Security Agent's entry into the Settlement Agreement and agree any amendments to the amount of distributions contemplated by the Distribution Spreadsheet as the result of the passage of time, if required,

((i), (ii) and (iii) together, the "**Consent Request**").

3.2 The solicitation of the Consents is referred to in this Consent Solicitation Statement as the "**Consent Solicitation**."

3.3 Adoption of the Consent Request requires the consent of the majority of Holders (over 50%) and all Second Lien Lenders.

#### **4 Effective Date**

4.1 The Consent Request outlined under paragraph 3 above shall become effective (the "**Effective Date**") on the date on which the Security Agent confirms that the majority of Holders and all Second Lien Lenders have consented to the same.

4.2 As soon as reasonably practicable after the Effective Date, the Issuer will submit a notice to the Holders through the Clearing Systems confirming the Effective Date has occurred.

#### **5 Procedures for delivering Consents**

5.1 The Issuer will accept Consents given in accordance with the customary procedures of Euroclear Bank SA/NV and Clearstream Banking, S.A. ("**Euroclear**" and "**Clearstream**" respectively and together, the "**Clearing Systems**").

5.2 In order to provide a Consent, each person who is shown in the records of the Clearing Systems as a holder of the Notes (also referred to as a "**Direct Participant**") must submit, at or prior to 5:00 PM (London time) on 27 February 2024 (the "**Expiration Time**"), a Consent in the applicable manner described below.

5.3 Holders who wish to provide a Consent and whose Notes are held in the name of a broker, dealer, commercial bank, trust company or other nominee institution must contact such nominee promptly and instruct such nominee, to consent in accordance with the customary procedures of the Clearing Systems, on behalf of the Holder. The deadlines set by any such custodial entity and the Clearing Systems for the submission of Consents may be earlier than the deadlines specified in this Consent Solicitation Statement.

5.4 None of the Issuer, GLAS Specialist Services Limited (the "**Tabulation Agent**"), the Security Agent or the Trustee is responsible if any Holder fails to meet these deadlines and cannot validly deliver its Consent.

5.5 The term "**Holder**" means:

a) a Direct Participant (as defined above);

b) any broker, dealer, commercial bank, trust company or other nominee or custodian who holds Notes; and

- c) each beneficial owner of Notes holding such Notes directly or indirectly, in accounts in the name of a Direct Participant acting on the beneficial owner's behalf.

5.6 None of the Trustee or the Security Agent has responsibility or liability for monitoring, tabulating or verifying compliance with deadlines or other formalities in connection with the delivery of Consents and will be relying on the Issuer and the Tabulation Agent, as applicable.

5.7 None of the Tabulation Agent, the Security Agent or the Trustee, or any of their respective directors, employees or affiliates, makes any recommendation as to whether Holders should deliver their Consents. In accordance with normal and accepted practice, the Trustee does not express any opinion on the merits of this Consent Solicitation Statement or the Consent Request to Holders either as a class or as individuals.

5.8 **UNDER NO CIRCUMSTANCES SHOULD ANY PERSON TENDER OR DELIVER NOTES TO THE ISSUER, THE TABULATION AGENT, THE SECURITY AGENT OR THE TRUSTEE AT ANY TIME.**

5.9 The Issuer will resolve all questions as to the validity, form, eligibility (including time of receipt) and acceptance of Consents, and those determinations will be binding. The Issuer reserves the right with respect to any of its Notes to reject any or all Consents not validly given or any Consents the acceptance of which could, in the opinion of the Issuer's counsel, be unlawful. The Issuer also reserves the right to waive any defects or irregularities in connection with deliveries or to require a cure of such irregularities within such time as the Issuer determines. None of the Issuer, the Tabulation Agent, the Trustee, the Security Agent or any other person will have any duty to give notification of any such waiver, defects or irregularities, nor will any of them incur any liability for failure to give such notification. Deliveries of Consents will be deemed not to have been made until such irregularities have been cured or waived. The delivery of a Consent pursuant to the procedures set forth herein will constitute a binding agreement between Holders and the Issuer in accordance with the terms and subject to the conditions set forth in this Consent Solicitation Statement.

5.10 *Representations, Warranties and Undertakings:* By delivering a Consent in accordance with a Clearing System's procedures, each Holder is deemed to represent, warrant and undertake to the Issuer, the Tabulation Agent, the Security Agent and the Trustee that:

- (a) the Holder has received, reviewed, understands and accepts the terms, conditions and other considerations set forth in this Consent Solicitation Statement and understands that the Holder is consenting to the Consent Request upon the terms and subject to the conditions set forth in this Consent Solicitation Statement;
- (b) the Holder declares and acknowledges that (x) the Tabulation Agent, the Trustee and the Security Agent have no responsibility for the terms of the Consents or this Consent Solicitation Statement, (y) the Tabulation Agent, the Security Agent, the Trustee, and any of their respective directors, officers, employees, agents or affiliates make no recommendation as to whether a Holder of the Notes should consent to the Consent Request nor do they independently verify, make any representation or warranty, express or implied or assume any

responsibility as to the accuracy or adequacy of the information contained herein and (z) this Consent Solicitation Statement and the transactions contemplated hereby will not be deemed to be investment advice or a recommendation as to a course of conduct;

- (c) the Holder acknowledges that the delivery of a Consent in accordance with Euroclear's and/or Clearstream's procedures constitutes the Holder's written consent to the Consent Request;
- (d) the Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the Holder and the Consents given by the Holder in respect of the Consent Request, will be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Holder and will not be affected by, and shall survive, the death or incapacity of the Holder;
- (e) the Notes for which a Consent has been delivered as part of the Consent Solicitation prior to the Expiration Time have been blocked from trading with effect from the time the Direct Participant electronically delivers a Consent and ending on the earliest of (i) the Expiration Time, (ii) the Effective Date, and (iii) the date on which the Consent Solicitation is terminated or withdrawn by the Issuer prior to the Expiration Time;
- (f) no information has been provided to the Holder by the Issuer, the Tabulation Agent, the Security Agent or the Trustee with regard to the tax consequences to Holders arising from the participation in the Consent Solicitation and the Holder acknowledges that the Holder is solely liable for any taxes and similar or related payments imposed on the Holder under the laws of any relevant jurisdiction as a result of the Holder's participation in the Consent Solicitation and agrees that the Holder will not and does not have any right of recourse (whether by way of reimbursements, indemnity or otherwise) against the Issuer, the Tabulation Agent, the Security Agent, the Trustee or any other person in respect of such taxes and payments;
- (g) the Holder acknowledges and agrees that any liability of the Issuer which arises in any way and to any Holder under or pursuant to this Consent Solicitation shall not comprise a liability against the Issuer which has any right to rank as an expense of the liquidation;
- (h) the Holder does hereby release and forever discharge and hold harmless the Joint Liquidators (as defined below), the Issuer, the Security Agent, the Trustee and their respective employees, officers, directors, affiliates, and agents, predecessors and successors, of and from any and all manner of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or in equity arising from and relating to the ICA Amendment and any and all transactions contemplated by this Consent Solicitation Statement;
- (i) the Holder declares and acknowledges that neither the Joint Liquidators, the Issuer, the Tabulation Agent, the Trustee nor the Security Agent will be held

responsible for any liabilities or consequences arising as a result of acts taken by such Holder pursuant to the terms of the Consent Solicitation or the Consent Solicitation Statement;

- (j) the Holder authorizes, directs, instructs and requests that the Trustee and the Security Agent enter into the ICA Amendment and the Settlement Agreement (as applicable) and to effectuate any other transactions contemplated in connection with the Consents and the Consent Request (including issuing instructions to the Security Agent to enter into the Settlement Agreement and ICA Amendment and the distributions contemplated by the Distribution Spreadsheet);
- (k) the Holder irrevocably and unconditionally waives and releases and undertakes that it will not commence or continue any proceedings or other judicial, quasi-judicial, administrative or regulatory process in any jurisdiction whatsoever in relation to or arising out of or in connection with, each and every claim which they or any of them have, or may have, against the Security Agent or the Trustee in relation to or arising out of or in connection with any action or step taken by the Security Agent or the Trustee in accordance with the Settlement Agreement and the ICA Amendment;
- (l) the Holder acknowledges and confirms to the Trustee and the Security Agent that (i) any action taken by the Trustee or the Security Agent under or in connection with the Consent Solicitation is covered by the indemnities provided in favor of the Trustee and Security Agent under the Trust Deed and Intercreditor Agreement; (ii) the Trustee and the Security Agent will not be liable for any action taken by it under or in connection with Consent Solicitation; (iii) any action taken by the Trustee or the Security Agent under or in accordance with the instructions contained within this Consent Solicitation Statement shall not constitute negligence, wilful misconduct, fraud or a breach of any term of the Trust Deed or Intercreditor Agreement; and (iv) each of the Trustee and Security Agent are duly authorized for the purposes of the Trust Deed and Intercreditor Agreement to take the actions requested in this Consent Solicitation Statement;
- (m) the Notes have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, unless an exemption from the registration requirements of the Securities Act is available (terms used in this and the following paragraph that are, unless otherwise specified, defined in Regulation S are used as defined in Regulation S);
- (n) it is a Holder who is (a) an eligible counterparty or a professional client (each as defined in Directive 2014/65/EU) or, an eligible counterparty (as defined in the FCA Handbook Conduct of Business Sourcebook) or a professional client (as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018) (as applicable) and, (b) located and resident outside the United States and not a U.S. person or acting for the account or benefit of any U.S. person and (c) otherwise a person

to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation;

- (o) the Holder declares and acknowledges that he/she is not (a) a person that is, or is owned or controlled by a person that is, described or designated as a “specially designated national” or “blocked person” in the most current U.S. Treasury Department list of “Specially Designated National and Blocked Persons” or an entity included in the Sectoral Sanctions Identifications List or in the European Union and U.K. Consolidated Lists of financial sanctions; (b) a person that is organized, resident or located in a country or territory subject to comprehensive or country-wide economic sanctions; (c) currently subject to, or in violation of, any sanctions under (x) the laws and regulations that have been officially published and are administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State), or any enabling legislation or executive order relating thereto; or (y) any equivalent sanctions or measures officially published and imposed by the European Union, any member state of the European Union, the United Kingdom’s His Majesty’s Treasury, the United Nations or any other relevant sanctions authority, including sanctions imposed against certain states, organizations and individuals under the European Union’s Common Foreign & Security Policy; (d) a person acting for or on behalf of any of the foregoing parties (each, a “**Sanctions Restricted Person**”); or (e) otherwise a person to whom it is unlawful to send the Consent Solicitation Statement or participate in the Consent Solicitation under applicable laws and regulations; and
- (p) the representation set out at paragraph (o) above is only sought and given at the Expiration Time and the Effective Date to the extent that to do so would not result in a violation of Regulation (EC) No 2271/1996 of 22 November 1996 (the “**EU Blocking Regulation**”) and/or the EU Blocking Regulation as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018.

#### 5.11 *Electronic Consent Instructions*

- 5.12 To deliver a Consent, a Holder should either (i) contact Euroclear or Clearstream for participation procedures and deadlines regarding the submission of an authenticated SWIFT message, a Euclid server or Creation instruction (each an “**Electronic Consent Instruction**”) to authorize the delivery of a Consent for such Holder; or (ii) request such Holder’s broker, dealer, bank, trust company or other nominee to effect the submission of an Electronic Consent Instruction to authorize the delivery of a Consent for such Holder. Holders whose Notes are held on their behalf by a broker, dealer, bank, trust company or other nominee must contact such entity if they desire to consent to the Consent Solicitation.
- 5.13 For the avoidance of doubt, only Direct Participants can submit an Electronic Consent Instruction. The receipt of such Electronic Consent Instruction by Euroclear or Clearstream may be acknowledged in accordance with the standard practices of Euroclear or Clearstream. For the avoidance of doubt, any such acknowledgement does not constitute an acceptance of the Consent by or on behalf of the Issuer.

5.14 *Procedures for Delivering Consents*

5.15 A Holder may consent by submitting, or requesting the Direct Participant to submit on its behalf, a valid Electronic Consent Instruction to Euroclear or Clearstream in accordance with the requirements established by the relevant Clearing System. The Holder or its Direct Participant must clearly state in the Electronic Consent Instruction:

- (a) the aggregate principal amount of Notes with respect to which the Holder wishes to deliver a Consent;
- (b) the name of the Direct Participant, the securities account number for Euroclear or Clearstream in which the Notes are held; and
- (c) the name of the beneficial owner, their email address and telephone number.

5.16 All of this information in the Electronic Consent Instruction will be disclosed to the Issuer, the Tabulation Agent, the Trustee and the Security Agent. A separate Electronic Consent instruction must be submitted by or on behalf of each beneficial owner.

5.17 The Consent by a Holder of Notes will, on acceptance of the Consent by the Issuer and verification to the Holders thereof, constitute a binding agreement between such Holder and the Issuer in accordance with the terms, and subject to the conditions, set forth in this Consent Solicitation Statement and in the Electronic Consent Instruction, as the case may be. Such Consent will be binding on the consenting Holder upon receipt by Euroclear or Clearstream of a valid Electronic Consent Instruction in respect of all matters.

5.18 The Electronic Consent Instructions by which Holders will deliver their Consent will include an authorization of Euroclear or Clearstream, as the case may be, to block the Notes for which Consents are delivered in the account of the Direct Participant so that no transfers may be effected in relation to such Notes at any time from and including the date on which the Direct Participant submits its Electronic Consent Instruction until the earliest of the Expiration Time, the Effective Date, and the date on which the Consent Solicitation is terminated or withdrawn by the Issuer. Upon the earliest of the Expiration Time, the Effective Date, and the date on which the Consent Solicitation is terminated or withdrawn by the Issuer prior to the Expiration Time, the Notes which were blocked from trading due to the delivery of a Consent are expected to be unblocked by the relevant Clearing System.

5.19 The deadlines imposed by each of Euroclear and Clearstream for the submission of Electronic Consent Instructions may be earlier than the relevant deadlines specified in this Consent Solicitation Statement.

5.20 *No Letter of Transmittal or Consent Form*

5.21 No consent form or letter of transmittal needs to be executed in relation to the Consent Solicitation or the Consents delivered through Euroclear or Clearstream. The submission of an Electronic Consent Instruction in the name provided in this Consent Solicitation Statement shall constitute written consent to the Consent Solicitation.

5.22 *No Guaranteed Delivery; Electronic Consent Instructions*

5.23 There are no guaranteed delivery procedures provided by the Issuer in connection with the Consent Solicitation. Beneficial owners of Notes that are held in the name of a custodian must contact such entity sufficiently in advance of the Expiration Time if they wish to deliver Consents.

5.24 Direct Participants in Euroclear or Clearstream delivering Consents must give authority to disclose their identity to the Tabulation Agent, the Trustee and the Security Agent.

5.25 The Issuer shall have the right to determine whether any purported Consent satisfies the requirements of this Consent Solicitation Statement and the Trust Deed, and any such determination shall be final and binding on the Holder who delivered such Consent or purported Consent.

5.26 All Consents will be made on the basis of the terms set out in this Consent Solicitation Statement and, once made in the manner described above, will be binding on the relevant Holder. Consents may only be made by submission of a valid Electronic Consent Instruction to Euroclear or Clearstream no later than the Expiration Time.

5.27 The receipt of an Electronic Consent Instruction by Euroclear or Clearstream will be acknowledged in accordance with the standard practices of Euroclear or Clearstream. All questions as to validity, form and eligibility (including time of receipt) of any Electronic Consent Instruction will be determined solely by the Issuer. Such determination as to whether or when an Electronic Consent Instruction is received or whether it is duly completed and signed shall be final and binding.

5.28 Holders must submit or deliver Electronic Consent Instructions through Euroclear or Clearstream in accordance with the procedures of, and within the time limits specified by, Euroclear or Clearstream for receipt by the Tabulation Agent, prior to the Expiration Time.

5.29 By submitting or delivering an Electronic Consent Instruction through Euroclear or Clearstream to the Tabulation Agent, Holders are deemed to authorize Euroclear or Clearstream to disclose their identity, holdings and Euroclear or Clearstream account details to the Issuer, the Tabulation Agent, the Trustee and the Security Agent.

5.30 Holders who are not direct account holders in Euroclear or Clearstream should arrange for the accountholder through which they hold their Notes to submit or deliver an Electronic Consent Instruction on their behalf to and through Euroclear or Clearstream, in accordance with the procedures of, and within the time limits specified by, Euroclear or Clearstream for receipt by the Tabulation Agent, prior to the Expiration Time.

5.31 ***The Issuer has the right to extend or terminate the Consent Solicitation in its sole and absolute discretion at any time and for any reason, including for failure to satisfy any condition to the Consent Solicitation. The Expiration Time may not occur on the schedule described in this Consent Solicitation Statement. Accordingly, Holders who deliver an Electronic Consent Instruction may have to wait longer than expected for the Expiration Time, during which time such Holders will not be able to effect transfers or sales of their Notes to third parties until the Tabulation Agent returns such Notes on the next business day following the Expiration Time.***

5.32 **Revocation of Consents: Consents submitted prior to the Expiration Time shall be irrevocable.**

## **6 Miscellaneous**

6.1 **The Issuer expressly reserves the right, in its sole and absolute discretion, at any time to (i) terminate the Consent Solicitation, (ii) amend or extend the Expiration Time or (iii) amend the terms of the Consent Solicitation in any manner.**

6.2 Without limiting the manner in which the Issuer may choose to notify Holders and the Trustee of any extension, amendment or termination of the Consent Solicitation, the Issuer will have no obligation to publish, advertise, or otherwise communicate such public announcement, other than by complying with any applicable notice provisions of the Trust Deed and The International Stock Exchange.

6.3 None of the Issuer, the Tabulation Agent, the Security Agent or the Trustee is responsible if any Holder fails to meet the deadlines and cannot participate in the Consent Solicitation.

6.4 The joint liquidators of the Issuer (the “**Joint Liquidators**”) have acted in relation to this Consent Solicitation as agents for and on behalf of the Issuer and neither they nor their firm, partners, employees, advisers, representatives or agents shall incur any personal liability whatsoever in respect of any of the obligations undertaken by the Issuer, or in respect of any failure on the part of the Issuer to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any document or assurance made pursuant to or in connection with this Consent Solicitation.

## **7 Tabulation Agent**

7.1 The Issuer has retained GLAS Specialist Services Limited as Tabulation Agent.

7.2 The Issuer has not authorized the Tabulation Agent to give any information or make any representations in connection with the Consent Solicitation other than those contained in this Consent Solicitation Statement and, if given or made, such information or representations must not be relied upon as having been authorized.

7.3 The Tabulation Agent can be contacted at the following address, phone number and email:

Address: 55 Ludgate Hill, Level 1 West, London, EC4M 7JW

Telephone: +44 020 3597 2940

Attention: Manager – DCM - Project Celine

Email: lm@glas.agency

## **8 Expenses of the Consent Solicitation**

The Issuer has agreed to pay the fees and expenses of the Tabulation Agent, the Trustee and their respective agents and counsel, for services in connection with the Consent

Solicitation. Except for amounts paid by the Issuer to the Tabulation Agent and the Trustee, none of the Issuer, the Tabulation Agent or the Trustee will pay any fees, commissions or expenses to any broker, dealer or other person for soliciting Consents in the Consent Solicitation.

## **9      Solicitation and Distribution Restrictions**

- 9.1    This Consent Solicitation Statement does not constitute or contemplate an invitation to participate in the Consent Solicitation in any jurisdiction in which, or to any person to whom, it is unlawful to make such invitation or for there to be such participation under applicable securities laws.
- 9.2    The distribution of this Consent Solicitation Statement in certain jurisdictions may be restricted by law. Persons into whose possession this Consent Solicitation Statement comes are required by each of the Issuer, the Trustee and the Tabulation Agent to inform themselves about, and to observe, any such restrictions.
- 9.3    Nothing in this Consent Solicitation Statement constitutes or contemplates an invitation to participate in the Consent Solicitation by a Holder in any circumstances in which such participation is unlawful.

## **10     Cautionary Statement Regarding Forward-Looking Statements**

This Consent Solicitation Statement includes forward-looking statements. All statements, other than statements of historical fact, included in this Consent Solicitation Statement regarding future events or prospects are forward-looking statements. The words "aim," "anticipate," "believe," "continue," "estimate," "expect," "future," "help," "intend," "may," "plan," "shall," "should," "will" or the negative or other variations of them as well as other statements regarding matters that are not historical fact, are or may constitute forward-looking statements. Such information is necessarily subject to a number of risks, uncertainties and assumptions. No assurance can be given that the transactions described herein will be consummated or as to the terms of any such transactions. All forward-looking statements contained in this Consent Solicitation Statement are qualified in their entirety by this cautionary statement. There is no intention to update or revise any forward-looking statements whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributable to the Issuer or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements contained throughout this Consent Solicitation Statement. As a result of these risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements.

Annex A

Settlement Agreement

2024

**SETTLEMENT AGREEMENT**

**between**

**GLAS TRUST CORPORATION LIMITED**

**as Security Agent**

**and**

**DEPARTMENT STORES REALISATIONS ADMINISTRATION SERVICES  
LIMITED**

**and**

**DEPARTMENT STORES REALISATIONS (NO. 2) ADMINISTRATION SERVICES  
LIMITED**

**and**

**THE BOARD OF THE PENSION PROTECTION FUND**

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**KIRKLAND & ELLIS INTERNATIONAL LLP**

30 St. Mary Axe  
London EC3A 8AF  
Tel: +44 (0)20 7469 2000  
Fax: +44 (0)20 7469 2001  
[www.kirkland.com](http://www.kirkland.com)

**THIS SETTLEMENT AGREEMENT** is made on \_\_\_\_\_ 2024.

**BETWEEN:**

- (1) **GLAS TRUST CORPORATION LIMITED**, a company incorporated and registered in England and Wales with company number 07927175 whose registered office is 55 Ludgate Hill, Level 1, West, London EC4M 7JW (the “**Security Agent**”), as Security Agent under the Intercreditor Agreement (as defined below);
- (2) **DEPARTMENT STORES REALISATIONS ADMINISTRATION SERVICES LIMITED** (formerly Debenhams Pension Trust Limited), a company incorporated and registered in England and Wales with company number 01304701 whose registered office is Forbury Works, 37-43 Blagrave Street, Reading, England, RG1 1PZ (“**DRS Pension Trustee**”), as trustee for the DRS Pension Scheme; and
- (3) **DEPARTMENT STORES REALISATIONS (NO. 2) ADMINISTRATION SERVICES LIMITED** (formerly Debenhams (No. 2) Pension Trust Limited), a company incorporated and registered in England and Wales with company number 01306297 whose registered office is Forbury Works, Blagrave Street, Reading, England, RG1 1PZ (“**DEPP Pension Trustee**”) as trustee for the DEPP Pension Scheme;
- (4) **THE BOARD OF THE PENSION PROTECTION FUND**, a statutory corporation established by the Pensions Act 2004, of Renaissance, 12 Dingwall Road, Croydon, Surrey, CR0 2NA (the “**PPF**”),

((2) and (3) each a “**Pension Trustee**” and collectively the “**Pension Trustees**” and, each (1), (2), and (3) a “**Party**” and together the “**Parties**”).

**RECITALS**

- A. The Security Agent allocated for distribution and/or distributed certain proceeds under the terms of the Intercreditor Agreement (as defined below) to the Second Lien Creditors and Pension Trustees in October 2021 and November 2021 (the “**First and Second Distributions**”). The Security Agent has also received the sum of £28,883,925.97 from the administrators of Department Stores Realisations Limited (in administration) (“**DSRL**”) for distribution under the terms of the Intercreditor

Agreement (together with the First and Second Distributions, the “**Distributions**”). A dispute has arisen as to the interpretation of the Intercreditor Agreement with respect to the Distributions and the allocation of any future proceeds received by the Security Agent from the administrators of DSRL for distribution under the Intercreditor Agreement (the “**Dispute**”).

- B. The DRS Pension Scheme is in a PPF assessment period pursuant to s132 of the 2004 Act (as defined below), and consequently the PPF shall exercise the rights and powers of the DRS Pension Trustee in relation to any debt owed to it by its employer pursuant to s137 of the 2004 Act. The PPF has signed this agreement in exercise of those rights and powers.
- C. The Pension Trustees and the Security Agent (acting on instructions and in accordance with the terms of the Intercreditor Agreement) have come to an agreement regarding the Dispute, the Distributions and any Future Distributions (as defined below), taking into account their respective calculation methodologies. The purpose of this Settlement Agreement is to record the terms of a settlement reached between the Parties regarding the Dispute.
- D. The Security Agent has obtained instructions from the Second Lien Agent (acting on the instructions of the Second Lien Lenders) and the Second Lien Notes Trustee (acting on the instructions of the Majority Second Lien Noteholders) to enter into this agreement and the Intercreditor Amendment Agreement (defined below).

**NOW THEREFORE**, in consideration of the mutual promises contained in this Settlement Agreement, the sufficiency of which is hereby acknowledged, **IT IS AGREED AS FOLLOWS:**

## **1 Definitions**

- 1.1 To the extent that any capitalised terms in this Settlement Agreement are not defined herein, such terms shall have the meaning attributed to them in the Intercreditor Agreement. In this Settlement Agreement, the following terms shall have the following meaning:

- (a) **2004 Act** means the Pensions Act 2004.

- (b) **Confidential Information** has the meaning set out in Clause 11.1 of this Settlement Agreement.
- (c) **Dispute** has the meaning given to it in Recital A above.
- (d) **Future Distribution** means any further distribution made by the Security Agent pursuant to the Intercreditor Agreement after the Settlement Date, in respect of which the Pension Trustees may have been entitled to the proceeds thereunder in the absence of this Settlement Agreement following the payment of the Settlement Sum (including, any distribution in connection with the release of any part of the Retained Indemnity Amount).
- (e) **Intercreditor Agreement** means the intercreditor agreement originally dated 29 March 2019, between, amongst others, the Security Agent and the Pension Trustees, as amended and restated by supplemental agreement dated 9 April 2019 and second supplemental agreement dated 10 February 2020.
- (f) **Intercreditor Amendment Agreement** means the amendment agreement that has the effect of changing clause 16 (*Application of Proceeds*) of the Intercreditor Agreement to give effect to the terms of this Settlement Agreement in the form in Schedule 1 to this agreement.
- (g) **Related Parties** means each Party's:
  - (i) Successors; and
  - (ii) officers, directors, agents, representatives (in each case past and present) or legal advisors (being Kirkland and Ellis International in the case of the Security Agent and Mayer Brown International LLP in the case of the Pension Trustees).
- (h) **Retained Indemnity Amount** means the amount of £2,500,000.00 which has been retained by the Security Agent for the benefit of beneficiaries under an indemnity agreement dated 9 April 2019.
- (i) **Settled Claims** means any or all claims, demands, actions, causes of action, suits and/or liabilities, obligations, debts, legal fees, costs of suit (pursuant to statute and/or in contract and/or in tort and whether at law or in equity and/or

under any code and/or under any convention) of whatever nature or kind and howsoever and whenever arising, whether in the past, present or future, actual or contingent, foreseen or unforeseen, known or unknown, arising out of, or in connection with:

- (i) the Distributions;
- (ii) the Dispute;
- (iii) the facts underlying the Dispute; and
- (iv) any Future Distributions.

- (j) **Settlement Agreement** means this agreement as may be amended from time to time.
- (k) **Settlement Date** means the date on which the Settlement Sum is received in full in cleared funds into the accounts notified to the Security Agent pursuant to Clause 5.4.
- (l) **Settlement Sum** has the meaning set out in Clause 5.1 of this Settlement Agreement.
- (m) **Successors** means, in respect of a body corporate, any person which acquires, by merger, purchase or otherwise, all or substantially all of the assets, shares or business of such body corporate.

## 2 Interpretation

2.1 In this Settlement Agreement, unless the context otherwise requires, a reference to:

- (a) any clause, sub-clause or schedule without further designation shall be construed as a reference to the clause, sub-clause or schedule to or of this Settlement Agreement so numbered;
- (b) any gender shall include all genders and reference to the singular shall include the plural and vice versa;
- (c) the words “include” or “including” shall be construed without limitation;

- (d) a person includes a reference to an individual, a body corporate, association or partnership; and
- (e) a person includes reference to that person's Successors.

2.2 The headings and sub-headings in this Settlement Agreement are inserted for convenience only and do not affect its interpretation.

### **3 Effective Date**

This Settlement Agreement shall be legally binding and effective immediately upon the execution of the Settlement Agreement by all of the Parties and the PPF.

### **4 Intercreditor Agreement Amendment**

4.1 The Parties agree that:

- (a) the Intercreditor Amendment Agreement shall be entered into immediately after the execution of this Settlement Agreement; and
- (b) the Security Agent shall enter into the Intercreditor Amendment Agreement on behalf of the Pension Trustees in accordance with clause 27.3(a) of the Intercreditor Agreement.

4.2 In accordance with clause 27.1 of the Intercreditor Agreement, each Pension Trustee consents to the amendments to the Intercreditor Agreement in the form of the Intercreditor Amendment Agreement and hereby irrevocably authorises the Security Agent to enter into the Intercreditor Amendment Agreement.

### **5 Payment**

5.1 In consideration of the Parties agreeing to perform their respective obligations under this Settlement Agreement, the Security Agent agrees to pay within 5 Business Days following the date of this Settlement Agreement:

- (a) the sum of £[8,956,760.11]<sup>1</sup> to the DRS Pension Trustee;
- (b) the sum of £[313,121.83] to the DEPP Pension Trustee;
- (c) the sum of £300,000.00 to Mayer Brown International LLP for the benefit of the Pension Trustees receipt of which shall be deemed to be a receipt by the Pensions Trustees under clause 16.1 (*Order of application*) of the Intercreditor Agreement; and
- (d) the sum of £[606,232.07] to Mayer Brown International LLP in respect of fees, costs and expenses payable to the Pension Trustees pursuant to Clause 16.1(b) of the Intercreditor Agreement,

in full and final settlement of the Settled Claims (all amounts in (a) to (d) above being together, the “**Settlement Sum**”).

- 5.2 The Parties agree that the Settlement Sum includes an amount agreed to be paid upfront to the Pension Trustees in respect of any Future Distribution and the Pension Trustees waive all claims to receipt of any further or additional amount in respect of such Future Distributions with effect from the Settlement Date.
- 5.3 Payment of the Settlement Sum shall be made in all respects free and clear of any charges, expenses, tax (including VAT), counterclaim, abatement, set-off or other deductions on any account whatsoever.
- 5.4 Any payments to be made pursuant to this Settlement Agreement shall be made by the Security Agent by electronic transfer to the account(s) notified to the Security Agent by Mayer Brown International LLP on behalf of the Pension Trustees.

## **6 No Admission of Liability**

The payment of any sum to any Party and/or the assumption by a Party of any obligations under this Settlement Agreement shall in no way be construed as an

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<sup>1</sup> **Note to draft:** Figures to be updated once Settlement Agreement in agreed form and consents have been obtained.

admission of liability by that Party in relation to any of the Settled Claims covered by this Settlement Agreement.

## **7 Mutual Releases**

- 7.1 With effect from the Settlement Date, except with respect to its obligations set forth in this Settlement Agreement, the Security Agent, for adequate and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged, hereby fully and forever releases and discharges the Pension Trustees and each of their Related Parties in respect of any and all Settled Claims.
- 7.2 With effect from the Settlement Date, the Pension Trustees, for adequate and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged, hereby fully and forever release and discharge the Security Agent and each of its Related Parties in respect of any and all Settled Claims, except with respect to the obligations set forth in this Settlement Agreement.

## **8 Full and Final Settlement**

- 8.1 Save for the purpose of enforcing this Settlement Agreement or seeking any remedy or relief in respect thereof, each of the Parties covenants on behalf of themselves that, with effect from the Settlement Date, they will not make, bring, voluntarily aid in any way, cause to be commenced or continue in any jurisdiction any claim (including, but not limited to, interlocutory orders, applications and other proceedings of any kind) relating to the Settled Claims against any of the other Parties or their Related Parties.
- 8.2 The Parties covenant and agree, with effect from the Settlement Date, that if they thereafter discover facts different from or in addition to the facts that they now know or believe to be true with respect to the subject matter of this Settlement Agreement each release herein shall be and will remain in effect as a release notwithstanding the discovery of any such different or additional facts.
- 8.3 Nothing in this Settlement Agreement shall compromise, limit or otherwise affect any liability of DSRL or its group companies, owed to either the DRS Pension Trustee or the DEPP Pension Trustee pursuant to section 75 of the Pensions Act 1995 or

otherwise, save to the extent that such Liabilities constitute Elevated Pension Liabilities secured by the Transaction Security.

## **9 Costs**

9.1 The Parties agree that all reasonable costs and legal fees incurred in relation to the Settled Claims and this Settlement Agreement (including the implementation of all matters provided by this Settlement Agreement) shall:

- (a) in the case of the Pension Trustees, be paid and fully discharged by the payment of the Settlement Sum; and
- (b) in the case of the Security Agent (and the Second Lien Agent and the Second Lien Notes Trustee), be paid in accordance with the terms of the Intercreditor Agreement,

and each Party irrevocably waives all claims to such costs in the future.

9.2 This Clause 9 supersedes and overrides any and all previous agreements between the parties and any court order regarding the legal costs in relation to the Settled Claims and this Settlement Agreement (including the implementation of all matters provided by this Settlement Agreement).

9.3 In the event that any Party initiates any legal proceedings to enforce this Settlement Agreement, the prevailing Party in such proceedings shall be entitled to recover from the non-prevailing Party all reasonable costs and expenses incurred therewith, including all legal fees and costs.

## **10 Representations, Warranties and Indemnities**

10.1 The Security Agent expressly represents and warrants to each Pension Trustee that:

- (a) it has the power to execute this Settlement Agreement, to perform its obligations under this Settlement Agreement and to comply with this Settlement Agreement and has taken all necessary action and has complied with all applicable laws, regulations, corporate and internal requirements in order to approve and/or authorise such execution, delivery and performance;

- (b) the person(s) executing this Settlement Agreement on its behalf have the necessary and appropriate authority to do so;
- (c) its obligations under this Settlement Agreement constitute valid and binding obligations, enforceable in accordance with their terms (regardless of whether enforcement is sought in a proceeding in equity or at law);
- (d) its execution, delivery and performance of this Settlement Agreement does not violate or conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (e) it shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to carry out the terms, provisions and purposes of this Settlement Agreement; and
- (f) except for any statements, representations and warranties expressly set forth in this Settlement Agreement, it is not relying and is not entitled to rely on any statement, representation or warranty of or made on behalf of any other Party either in writing or orally relating to this Settlement Agreement.

10.2 Each Pension Trustee expressly represents and warrants to the Security Agent that (subject in the case of the DRS Pension Trustee to Clause 12.2 and the effect of s137 of the 2004 Act):

- (a) it has the power to execute this Settlement Agreement, to perform its obligations under this Settlement Agreement and to comply with this Settlement Agreement and has taken all necessary action and has complied with all applicable laws, regulations, corporate and internal requirements in order to approve and/or authorise such execution, delivery and performance;
- (b) the person(s) executing this Settlement Agreement on its behalf have the necessary and appropriate authority to do so;
- (c) it has not made, instituted or pursued any legal or similar proceedings (including, but not limited to, interlocutory orders, applications and other

proceedings of any kind) in any jurisdiction against any entity or person whatsoever in relation to the Settled Claims (nor, so far as it is aware, has any of its Related Parties);

- (d) it has not assigned or transferred or otherwise pledged, encumbered or disposed of or purported to assign or transfer or otherwise pledge, encumber or dispose of any of its interests in the Settled Claims to any other entity or person;
- (e) it is capable of evaluating the merits, risks and suitability of entering into this Settlement Agreement and understands and accepts the terms of this Settlement Agreement;
- (f) it has made its own independent decision to enter into this Settlement Agreement and as to whether this Settlement Agreement is appropriate or proper for it based upon its own judgment, and of its own free will and under no form of duress, and upon the advice of such legal or other professional advisors as it has been deemed necessary;
- (g) its obligations under this Settlement Agreement constitute valid and binding obligations, enforceable in accordance with their terms (regardless of whether enforcement is sought in a proceeding in equity or at law);
- (h) to the extent necessary and within such its power, it has procured all third party authorisations, instructions, licences or notifications have been obtained as are required to enable it to enter into this Settlement Agreement or to enable its obligations under this Settlement Agreement to be effective;
- (i) its execution, delivery and performance of this Settlement Agreement does not violate or conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

- (j) it shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to carry out the terms, provisions and purposes of this Settlement Agreement; and
- (k) except for any statements, representations and warranties expressly set forth in this Settlement Agreement, it is not relying and is not entitled to rely on any statement, representation or warranty of or made on behalf of the Security Agent either in writing or orally relating to this Settlement Agreement.

## 11 Confidentiality

- 11.1 Subject to Clauses 11.2, 11.3 and 11.4, each Party covenants and agrees that the terms of this Settlement Agreement, and the substance of all negotiations in connection with it (“**Confidential Information**”), are confidential to the Parties and their advisers and shall not be disclosed to any person.
- 11.2 Subject to Clause 11.3 and 11.4, each Party may disclose the Confidential Information which would otherwise be subject to Clause 11.1 (having first made all reasonable efforts to limit or restrict such disclosure) only to the extent that it can demonstrate that:
  - (a) such disclosure is required by any applicable law, rule, and/or other regulatory obligations;
  - (b) such disclosure is required by a court or arbitral tribunal of competent jurisdiction;
  - (c) such disclosure is required or requested to be made to any applicable regulatory, governmental or supervisory body, or stock exchange;
  - (d) such disclosure is required to enable the Parties to obtain legal advice on this Settlement Agreement, and/or such disclosure is necessary to effectuate, implement and/or enforce any of the terms of this Settlement Agreement or seek any remedy or relief in respect thereof; or

(e) the Confidential Information has come into the public domain other than through its fault or the fault of any person to whom the Confidential Information has been disclosed in accordance with Clause 11.3,

but in making disclosure as envisaged in Clauses 11.2(a) to 11.2(d)(inclusive) above, the party making such disclosure must, to the extent practicable and permitted by law, notify the other party as soon as possible of any such requirement or request (as applicable) and agree to co-operate and consult with the other party as to the timing and manner of such disclosure.

11.3 Each Party may disclose Confidential Information to the following persons or any of them, and shall ensure that those persons who receive Confidential Information are subject to obligations concerning the Confidential Information that are no less onerous than those imposed by the undertaking set out in this Clause 11:

- (a) its professional representatives or advisers, auditors, insurers, reinsurers and bankers, acting as such;
- (b) its directors, officers, principals and senior employees;
- (c) its Related Parties to the extent reasonably necessary in the course of business;
- (d) in the case of the Pension Trustees:
  - (i) to a person from whom a Pension Trustee purchases (or may potentially purchase) policies and/or annuities to discharge the Pension Liabilities of that Pension Trustee under the Pension Scheme, and in each case to that person's Related Parties;
  - (ii) to any occupational pension scheme set up for the purposes of effecting consolidation of pension schemes' liabilities to whom the Pension Liabilities are transferred (or may potentially be transferred), and in each case to that person's Related Parties; and
  - (iii) to any insurer from whom a Pension Trustee may potentially purchase a policy to protect the Pension Trustee against any claims, losses, costs or expenses that may arise or may be incurred by a Pension Trustee

after the winding-up of the DRS Pension Scheme or the DEPP Pension Scheme including against any claim by a beneficiary of whom the Pension Trustee was unaware before the winding-up; and

- (e) any other person(s) with the prior written consent of the other Parties to this Settlement Agreement (such consent not to be unreasonably withheld or delayed).

11.4 The Security Agent may disclose Confidential Information to the parties of the Intercreditor Agreement, any Primary Creditor and/or the beneficial holders of the Second Lien Notes without any requirement to procure that any such party to the Intercreditor Agreement, Primary Creditor and/or the beneficial holders of the Second Lien Notes complies with the undertaking set out in this Clause 11.

11.5 The Pension Trustees may disclose Confidential Information to the Pensions Regulator (established pursuant to Part 1 of the 2004 Act), and the PPF without any requirement to procure compliance with the undertaking set out in this Clause 11.

11.6 Save as permitted in Clauses 11.2, 11.3, 11.4, and 11.5 each Party agrees to keep strictly confidential the Confidential Information and agrees not to make any public statement or comment in respect of the facts underlying the terms of this Settlement Agreement, and all associated negotiations, discussions and correspondence.

11.7 Nothing in this Settlement Agreement shall constitute a waiver of legal privilege (or any equivalent) by any Party, or impede any Party from bringing proceedings to enforce the terms of this Settlement Agreement or seek any remedy or relief in respect thereof.

## **12 PPF**

12.1 The PPF is entering into this Settlement Agreement pursuant to s137 of the 2004 Act (and all other powers empowering it) in relation to the DRS Pension Scheme only. The PPF does not exercise any rights or powers in relation to the DEPP Pension Scheme.

12.2 References to rights and obligations of the DRS Pension Trustee in this Settlement Agreement are to be read as references to the PPF exercising those rights and powers

of the DRS Pension Trustee as creditor of DSRL pursuant to s137 of the 2004 Act, as necessary; otherwise, where the PPF is not required pursuant to s137 of the 2004 Act to exercise rights and powers in this Settlement Agreement, the DRS Pension Trustee exercises those rights and powers.

- 12.3 The PPF has entered into this Settlement Agreement on the basis that it has done so without having made any enquiries in relation to the eligibility of the DRS Pension Scheme or the DEPP Pension Scheme for the purposes of s126 of the 2004 Act and therefore without passing any opinion or giving any acknowledgement as to whether or not the DRS Pension Scheme or the DEPP Pension Scheme is or will be eligible for entry to the PPF.
- 12.4 Nothing in this Settlement Agreement shall be construed so as to create any obligations on the PPF to assume responsibility for the DRS Pension Scheme or the DEPP Pension Scheme.
- 12.5 Notwithstanding Clause 8.3, if and to the extent this Settlement Agreement has the effect of reducing the amount of any debt under s75 debt of the Pensions Act 1995 which may be recovered by or on behalf of the DRS Pension Trustee, the PPF has entered into this Settlement Agreement on behalf of the DRS Pension Trustee as provided in Reg 2(3)(c) of the Pension Protection Fund (Entry Rules) Regulations 2005 in order to preserve the status of the DRS Pension Scheme as an eligible scheme for the purposes of those Regulations.

### **13    Entire Agreement**

This Settlement Agreement constitutes and represents the entire agreement between the Parties with respect to the Settled Claims, and supersedes all prior understandings, negotiations and agreements in connection therewith. Each of the Parties acknowledges and confirms that by entering into this Settlement Agreement they have carried out all necessary due diligence and possess all necessary information and are not relying on any statement, undertaking or representation made by or on behalf of any other Party to this Settlement Agreement, whether or not in writing or made at any time prior to the execution of this Settlement Agreement which is not set out herein.

## **14 Amendments**

This Settlement Agreement shall only be altered or amended by written agreement executed by the Parties and the PPF.

## **15 Severability**

In the event that any of the provisions or portions of this Settlement Agreement are held to be illegal, unenforceable, or invalid by any court of competent jurisdiction, that provision shall, to such extent as is necessary, be deemed to be deleted from this Settlement Agreement and the remaining provisions of this Settlement Agreement shall continue in full force and effect and the Parties and the PPF shall use reasonable endeavours to replace any such illegal, void or unenforceable provision with a provision that is lawful, valid and enforceable, and which gives effect to the original intent and purpose of this Settlement Agreement insofar as it is practicable to do so.

## **16 Waivers**

No Party or the PPF may waive the breach of any provision herein unless such waiver is expressly agreed to in writing by all the Parties and the PPF. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or other provisions hereof. For the avoidance of doubt, a delay or failure to promptly exercise a remedy available to a Party and/or the PPF pursuant to this Settlement Agreement shall not, in any way, constitute a waiver of that remedy unless such remedy has been formally waived in writing and with the agreement of all Parties and the PPF.

## **17 Governing Law**

This Settlement Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

## **18 Dispute Resolution**

Any dispute arising out of or in connection with, or concerning the carrying into effect of, this Settlement Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales. Each Party hereby submits to the exclusive jurisdiction of those courts for these purposes and waives any objection on the

grounds of venue or on the grounds that those proceedings have been brought in an inappropriate forum. Subject to the provisions of this Settlement Agreement, this Clause shall not prevent a Party from applying for provisional measures (including interim injunctive relief) in the courts of any other competent jurisdiction.

## **19 Liability under the Settlement Agreement**

For the avoidance of doubt, notwithstanding the terms of this Settlement Agreement, the Parties are not released from liability related to a breach of this Settlement Agreement.

## **20 Counterparts**

This Settlement Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Delivery of a counterpart of the Settlement Agreement by email attachment shall be an effective mode of delivery.

## **21 Contracts (Rights of Third Parties) Act 1999**

Any person who is not a party to this Settlement Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (“**CRTP Act**”), or otherwise to enforce any term of, or enjoy any benefit under, this Settlement Agreement and the Parties agree that the operation of the CRTP Act is hereby excluded.

## **22 Additional Action**

Each Party and the PPF shall execute and deliver such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other party for the purpose of carrying out the terms, provisions and purposes of this Settlement Agreement.

## **23 Non-assignment**

This Settlement Agreement may not be assigned or otherwise transferred or disposed of without the prior written consent of the other Parties and the PPF, except as otherwise provided for by the 2004 Act.

This Settlement Agreement is entered into on the date stated at the beginning of it.

**EXECUTED BY**

**GLAS TRUST CORPORATION LIMITED**

By:

---

Authorised Signatory

*[Signature Page to Settlement Agreement]*

**EXECUTED BY**

**DEPARTMENT STORES REALISATIONS  
ADMINISTRATION SERVICES LIMITED**

By:

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Name:

Authorised Signatory

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Name:

Authorised Signatory

**EXECUTED BY**

**DEPARTMENT STORES REALISATIONS  
(NO. 2) ADMINISTRATION SERVICES  
LIMITED**

By:

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Name:

Authorised Signatory

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Name:

Authorised Signatory

**EXECUTED BY** )  
Malcolm Weir )  
Director – Restructuring & Insolvency )  
For and on behalf of )

**THE BOARD OF THE PENSION  
PROTECTION FUND**

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Authorised Signatory

**SCHEDULE 1**  
**INTERCREDITOR AMENDMENT AGREEMENT**

Annex B  
Distribution Spreadsheet

Tab 1 - First Distribution	Security Agent methodology	Pension Trustee methodology	Draft 13 February 2024
<b>Total Amount Available for Distribution</b>	£ 60,000,000.00	£ 60,000,000.00	
<b>K&amp;E Fees and Outlays</b>	617,020.42	617,020.42	
<b>Total Amount Available for Distribution (Post-K&amp;E Fees and Outlays)</b>	59,382,979.58	59,382,979.58	
<b><i>DRS Cap Amount Calculations</i></b>			
<b>Elevated Pensions DRS Liability Cap Amount (Pre-Deduction)</b>	57,600,000.00	(1) Per the ICA definition of Elevated Pensions DRS Liability Cap Amount	57,600,000.00
<b>Elevated Pension Liabilities Cap Deductions applicable to DRS Pension Scheme (3)(4)</b>	11,250,000.00	(3) £7,500,000 of Agreed Draft Payments were made on or after 1 June 2019 (deducted at a 1.5x multiple, per the definition of Elevated Pension Liabilities Cap Deductions)	0.00
<b>Elevated Pensions DRS Liability Cap Amount (Post-Deduction)</b>	46,350,000.00		57,600,000.00
<b><i>DEPP Cap Amount Calculations</i></b>			
<b>Elevated Pensions DEPP Liability Cap Amount (5)</b>	3,000,000.00	(5) Per the ICA definition of Elevated Pensions DEPP Liability Cap Amount	3,000,000.00
<b><i>RCF Cap Amount Calculations</i></b>			
<b>Elevated Second Lien Facility Cap Amount (6)</b>	72,200,000.00	(6) Per the ICA definition of Second Lien Facility Cap Amount	72,200,000.00
<b><i>Notes Cap Amount Calculations</i></b>			
<b>Elevated Second Lien Notes Cap Amount (7)</b>	45,100,000.00	(7) Per the ICA definition of Second Lien Notes Cap Amount	45,100,000.00
<b><i>Amounts Distributed</i></b>			
<b>Total Amount of Liabilities Ranking Pursuant to 16.1(e)</b>	166,650,000.00		177,900,000.00
<b>Amount to be Distributed to:</b>			
<b>DRS Pension Trustee</b>	16,516,058.23		19,226,866.91
<b>DEPP Pension Trustee</b>	1,069,000.53		1,001,399.32
<b>RCF</b>	25,727,279.48		24,100,343.60
<b>Notes</b>	16,070,641.34		15,054,369.75

Tab 2 - Second Distribution	Security Agent methodology	Pension Trustee methodology	Draft 13 February 2024
<b>Total Amount Available for Distribution</b>	£ 10,000,000.00	£ 10,000,000.00	
<b>MB Fees and Outlays (1)</b>	32,437.00	(1) MB fees incurred on behalf of the Pension Trustees	32,437.00 (1) MB fees incurred on behalf of the Pension Trustees
<b>K&amp;E Fees and Outlays (2)</b>	32,890.82	(2) K&E fees	32,890.82 (2) K&E fees up incurred since the previous distribution, plus £19,573.82 that remained unpaid from the previous set of invoices.
<b>Total Amount Available for Distribution (Post Fees and Outlays)</b>	9,934,672.18		9,934,672.18
<b>DRS Cap Amount Calculations</b>			
<b>Elevated Pensions DRS Liability Cap Amount (Pre-Deduction) (3)</b>	57,600,000.00	(3) Per the ICA definition of Elevated Pensions DRS Liability Cap Amount	57,600,000.00 (3) Per the ICA definition of Elevated Pensions DRS Liability Cap Amount
<b>Elevated Pension Liabilities Cap Deductions applicable to DRS Pension Scheme, Pre-Administration (4) (5)</b>	11,250,000.00	(4) £7,500,000 of Agreed Drift Payments were made on or after 1 June 2019 (deducted at a 1.5x multiple, per the definition of Elevated Pension Liabilities Cap Deductions).	0.00 (5) All pre-administration payments are Mitigation Contribution Payments and distributions through the Clause 16.1(e) waterfall are not Special Contributions
<b>Elevated Pension Liabilities Cap Deductions applicable to DRS Pension Scheme, Post-Administration (6) (7)</b>	33,032,116.46	(6) Based on £16,516,058.23 of Special Contribution that was made in connection with the First Distribution (deducted at 2x multiple, per the definition of Elevated Pension Liabilities Cap Deductions).	0.00 (7) Distributions through the Clause 16.1(e) waterfall are not Special Contributions
<b>Elevated Pensions DRS Liability Cap Amount (Post-Deduction)</b>	13,317,883.54		57,600,000.00
<b>Elevated Pensions DRS Liabilities Floor Amount (Pre-Deduction) (8)</b>	38,000,000.00	(8) Per the ICA definition of Elevated Pensions DRS Liabilities Floor Amount	38,000,000.00 (8) Per the ICA definition of Elevated Pensions DRS Liabilities Floor Amount
<b>Elevated Pensions DRS Liabilities Floor Amount Deductions (9) (10)</b>	28,599,391.60	(9) Based on (i) £12,083,333.37 of Pre-Administration Pension Payments and (ii) £16,516,058.23 of Special Contribution that was made in connection with the First Distribution (per the definition of Elevated Pensions DRS Liabilities Floor).	28,308,044.15 (10) Based on (i) £12,083,333.37 of Mitigation Contribution Payments paid on or after 1 June 2019; and (ii) £16,224,710.78 paid on or about 13 Oct (per the definition of Elevated Pensions DRS Liabilities Floor).
<b>Elevated Pensions DRS Liabilities Floor Amount (Post-Deduction)</b>	9,400,608.40		9,691,955.85
<b>Elevated Pensions DRS Liability Cap Amount exceeds Floor Amount, therefore Cap Amount is used</b>			
<b>Outstanding Elevated DRS Pension Liabilities (subject to cap) (11)</b>	13,317,883.54		38,373,133.09 (11) See paragraph 1.5 of MB letter of 5 June 2023.
<b>DEPP Cap Amount Calculations</b>			
<b>Elevated Pensions DEPP Liability Cap Amount (Pre-Deduction) (12)</b>	3,000,000.00	(12) Per the ICA definition of Elevated Pensions DEPP Liability Cap Amount	3,000,000.00 (12) Per the ICA definition of Elevated Pensions DEPP Liability Cap Amount
<b>Elevated Pension Liabilities Cap Deductions applicable to DEPP Pension Scheme, Post-Administration(13)(14)</b>	2,138,001.06	(13) Based on £1,069,000.53 of Special Contribution that were due to have been made in connection with the First Distribution (deducted at a 2x multiple, per the definition of Elevated Pension Liabilities Cap Deductions).	0.00 (14) Distributions through the Clause 16.1(e) waterfall are not Special Contributions
<b>Elevated Pensions DEPP Liability Cap Amount (Post-Deduction)</b>	861,998.94		3,000,000.00
<b>Elevated Pensions DEPP Liabilities Floor Amount (Pre-Deduction) (15)</b>	2,000,000.00	(15) Per the ICA definition of Elevated Pensions DEPP Liabilities Floor Amount	2,000,000.00 (15) Per the ICA definition of Elevated Pensions DEPP Liabilities Floor Amount
<b>Elevated Pensions DEPP Liabilities Floor Amount Deductions(16)(17)</b>	1,069,000.53	(16) Based on £1,069,000.53 of Special Contribution that were due to have been made in connection with the First Distribution. The payment was made on 18 May 2023, after previously having been held back on the request of the Pension Trustee	1,069,000.53 (17) Based on £1,069,000.53 of Special Contribution that were due to have been made in connection with the First Distribution. The payment was made on 19 May 2023, after previously having been held back on the request of the DEPP Pension Trustee.
<b>Elevated Pensions DEPP Liabilities Floor Amount (Post-Deduction)</b>	930,999.47		930,999.47
<b>Elevated Pensions DEPP Liability Cap Amount does not exceed Floor Amount, therefore Floor Amount is used</b>			
<b>Outstanding Elevated DEPP Pension Liabilities (subject to cap) (18)</b>	930,999.47		1,998,600.68 (18) See paragraph 1.5 of MB's letter of 5 June 2023
<b>RCF Cap Amount Calculations</b>			
<b>Elevated Second Lien Facility Cap Amount (Pre-Deduction) (19)</b>	72,200,000.00	(19) Per the ICA definition of Second Lien Facility Cap Amount	72,200,000.00 (19) Per the ICA definition of Second Lien Facility Cap Amount
<b>Elevated Second Lien Notes Cap Amount Deductions (20)(21)</b>	1,875,098.50	(20) Based on principal amount paid on 27 Sep.	24,100,343.60 (21) Deduction of amount of the First Distribution which discharges Liabilities £ for £ per clause 16.1(e)
<b>Elevated Second Lien Facility Cap Amount (Post-Deduction) / Outstanding Elevated Second Lien Liabilities (subject to cap)</b>	70,324,901.50		48,099,656.40
<b>Elevated Second Lien Notes Cap Amount (Post-Deduction) / Outstanding Elevated Second Lien Notes Liabilities (subject to cap) (19)</b>	45,100,000.00	(22) Per the ICA definition of Second Lien Notes Cap Amount	45,100,000.00 (22) Per the ICA definition of Second Lien Notes Cap Amount
<b>Elevated Second Lien Notes Cap Amount Deductions(23)(24)</b>	34,552.94	(23) Based on principal amount paid on 8 Oct (per email from Lucid on 12 Nov 2021).	15,054,369.75 (24) Deduction of amount of the First Distribution which discharges Liabilities £ for £ per clause 16.1(e)
<b>Elevated Second Lien Notes Cap Amount (Post-Deduction) / Outstanding Elevated Second Lien Notes Liabilities (subject to cap) (19)</b>	45,065,447.06		30,045,630.25
<b>Amounts Distributed</b>			
<b>Total outstanding Elevated Pension Liabilities and Elevated Second Lien Non Pension Liabilities (subject to relevant caps)</b>	129,639,231.57		118,517,020.42
<b>Amount to be Distributed to:</b>			
<b>DRS Pension Trustee</b>	1,020,592.34		3,216,622.36
<b>DEPP Pension Trustee</b>	71,345.49		167,532.41
<b>RCF</b>	5,389,223.88		4,031,946.78
<b>Notes</b>	3,453,510.47		2,518,570.63

	Security Agent methodology	Pension Trustee methodology	Draft 13 February 2024
<b>Catch-up Payments</b>			
	£	£	
<b>First Distribution payable to:</b>			
DRS Pension	16,516,058.23	19,226,866.91	
DEPP Pension	1,069,000.53	1,001,399.32	
RCF	25,727,279.48	24,100,343.60	
Notes	16,070,641.34	15,054,369.75	
<b>Second Distribution payable to:</b>			
DRS Pension	1,020,592.34	3,216,622.36	
DEPP Pension	71,345.49	167,532.41	
RCF	5,389,223.88	4,031,946.78	
Notes	3,453,510.47	2,518,570.63	
<b>Total payable (in respect of First and Second Distributions) to:</b>			
DRS Pension	17,536,650.57	22,443,489.27	
DEPP Pension	1,140,346.02	1,168,931.73	
RCF	31,116,503.36	28,132,290.37	
Notes	19,524,151.81	17,572,940.38	
<b>Total paid (in respect of First and Second Distributions) to:</b>			
DRS Pension (1)	17,536,650.57	(1) Subject to withholding of £1,311,939.79 at request of Pension Trustee. It is assumed this payment will be made ahead of making the Third Distribution (see following tab).	
DEPP Pension	1,140,346.02		
RCF	31,116,503.36		
Notes	19,524,151.81		
<b>Purported Overpayment/Underpayment to:</b>			
DRS Pension Trustee (2)(3)	0.00	(2) No under or overpayments	(3) Underpayment, so catch-up payment required
DEPP Pension Trustee (4)(5)	0.00	(4) No under or overpayments	(5) Underpayment, so catch-up payment required
RCF (6)(7)	0.00	(6) No under or overpayments	(7) Overpayment, so reduced distributions required going forward
Notes (7)(8)	0.00	(7) No under or overpayments	(8) Overpayment, so reduced distributions required going forward
<b>Total overpayments</b>	<b>0.00</b>		<b>4,935,424.41</b>

Third Distribution	Security Agent methodology	Pension Trustee methodology	Draft 13 February 2024
£	£	£	
<b>Amount held by Security Agent</b>	1,311,939.79	Amount held by Security Agent at request of Pension Trustee.	Amount held by Security Agent at request of Pension Trustee.
<b>Received from Administrators</b>	28,883,925.97		28,883,925.97
<b>Remaining funds held by Agent for distribution</b>	29,545,532.34	Net amount available for distribution as at 6 February 2024 following payment of the Security Agent's legal fees. This amount remains subject to minor variation (due to account costs, interest and the payment of legal fees) and will be finalised shortly ahead of the distribution date.	29,545,532.34
<b>FTI retention amount</b>	2,500,000.00		2,500,000.00
<b>GLAS retention amount (1)(2)</b>	250,000.00	(1) Assumed figure for illustrative purposes	250,000.00
<b>Holdback payments to DRS Trustee (3)</b>	1,311,939.79	(3) Withheld amount is nominally paid first.	1,311,939.79
<b>Catch-up Payments (4)</b>	0.00		4,935,424.41
<b>Total Amount Available for Distribution</b>	<b>25,483,592.55</b>	(4A) Factors in notional repayment of Holdback payments to DRS Trustee, which is trued up at G98 below.	<b>20,548,168.14</b>
<b>Notional recovery of overpayments (5)</b>	<b>0.00</b>		-4,935,424.41
<b>MB Fees and Outlays (6)</b>	606,323.07	As at 5 February 2024. This amount remains subject to minor variation and will be finalised shortly ahead of the distribution date.	606,323.07
<b>K&amp;E Fees and Outlays (7)(8)</b>	60,000.00	Subject to variation and will be finalised shortly ahead of the distribution date.	60,000.00
<b>Tabulation Agent Fees</b>	10,000.00		10,000.00
<b>Second Lien Trustee costs (including legal fees)</b>	15,000.00	Subject to variation and will be finalised shortly ahead of the distribution date.	15,000.00
<b>Total amount available for distribution (post fees and outlays and notional recovery of overpayments)</b>	<b>24,792,269.48</b>		<b>24,792,269.48</b>
<b>DRS Cap Amount Calculations</b>			
<b>Elevated Pensions DRS Liability Cap Amount (Pre-Deduction)</b>	57,600,000.00		57,600,000.00
<b>Elevated Pension Liabilities Cap Deductions applicable to DRS Pension Scheme, Pre-Administration (9)(10)</b>	11,250,000.00	(9) Based on Pension Trustees' figures of £7,500,000 of Agreed Drift Payments were made on or after 1 June 2019 (deducted at a 1.5x multiple, per the ICA definition of Elevated Pension Liabilities Cap Deductions).	0.00
<b>Elevated Pension Liabilities Cap Deductions applicable to DRS Pension Scheme, Post-Administration (11)(12)</b>	35,073,301.14	(11) Based on (i) £16,516,058.23 of Special Contribution that was made in respect of First Retail ICA Distribution and (ii) £1,020,592.34 of Special Contribution made in respect of the Second Retail ICA Distribution (each deducted at 2x multiple, per the ICA definition of Elevated Pension Liabilities Cap Deductions).	0.00
<b>Elevated Pensions DRS Liability Cap Amount (Post-Deduction)</b>	11,276,698.86		57,600,000.00
<b>Elevated Pensions DRS Liabilities Floor Amount (Pre-Deduction)</b>	38,000,000.00		38,000,000.00
<b>Elevated Pensions DRS Liabilities Floor Amount Deductions (13)(14)</b>	29,619,983.94	(13) Based on (i) £12,083,333.37 of Pre-Administration Pension Payments; (ii) £16,516,058.23 of Special Contribution that was made in connection with the First Distribution, and (ii) £1,020,592.34 of Special Contribution that was made in connection with the Second Distribution, (per the ICA definition of Elevated Pensions DRS Liabilities Floor).	28,308,044.15
<b>Elevated Pensions DRS Liabilities Floor Amount (Post-Deduction)</b>	8,380,016.06		28,308,044.15
<b>Elevated Pensions DRS Liability Cap Amount exceeds Floor Amount, therefore Cap Amount is used</b>		Elevated Pensions DRS Liability Cap Amount exceeds Floor Amount, therefore Cap Amount is used	9,691,955.85
<b>Outstanding Elevated DRS Pension Liabilities (subject to cap) (15)</b>	11,276,698.86		35,156,510.73
<b>DEPP Cap Amount Calculations</b>			
<b>Elevated Pensions DEPP Liability Cap Amount (Pre-Deduction) (16)</b>	3,000,000.00		3,000,000.00
<b>Elevated Pension Liabilities Cap Deductions applicable to DEPP Pension Scheme, Post-Administration (17)(18)</b>	2,280,692.04	(17) Based on (i) £1,069,000.53 of Special Contribution in connection with the First Distribution and (ii) £71,345.49 of Special Contribution in connection with the Second Distribution (each deducted at a 2x multiple, per the ICA definition of Elevated Pension Liabilities Cap Deductions).	0.00
			(18) Distributions through the Clause 16.1(e) waterfall are not Special Contributions

Elevated Pensions DEPP Liability Cap Amount (Post-Deduction)	719,307.96		3,000,000.00	
Elevated Pensions DEPP Liabilities Floor Amount (Pre-Deduction)	2,000,000.00		2,000,000.00	
Elevated Pensions DEPP Liabilities Floor Amount Deductions (19)(20)	1,140,346.02	(19) Based on (i) £1,069,000.53 of Special Contribution that was made in connection with the First Distribution, and (ii) £71,345.49 of Special Contribution that was made in connection with the Second Distribution (per the ICA definition of Elevated Pensions DEPP Liabilities Floor).	1,140,346.02	(20) Cash payments of £1,069,000.53 and £71,345.49 made to the DEPP Trustee on 18 May 2023 which reduces the floor (per the ICA definition of Elevated Pensions DEPP Liabilities Floor)
Elevated Pensions DEPP Liabilities Floor Amount (Post-Deduction)	859,653.98		859,653.98	
RCF Cap Amount Calculations				
Elevated Second Lien Facility Cap Amount (Pre-Deduction)	72,200,000.00		72,200,000.00	
Elevated Second Lien Facility Cap Amount Deductions (22)		(22) Based on repayment of principal of £1,875,098.50 in connection with the First Distribution, and (ii) repayment of principal of £5,389,223.88 in connection with the Second Distribution.	20,068,396.82	
Outstanding Elevated Second Lien Facility Liabilities (subject to cap) (23)	7,264,322.38			(23) Deduction of amounts of the First Distribution and Second Distribution which discharge Liabilities £ for £ per clause 16.1(e)
	64,935,677.62		44,067,709.63	
Notes Cap Amount Calculations				
Elevated Second Lien Notes Cap Amount (Pre-Deduction)	45,100,000.00		45,100,000.00	
Elevated Second Lien Notes Cap Amount Deductions (24)		(24) Based on repayment of principal of £34,552.94 in connection with the First Distribution on 8 October (per email from Lucid on 12 Nov 2021), and (ii) repayment of principal of £3,453,510.47 in connection with the Second Distribution.		
Outstanding Elevated Second Lien Notes Liabilities (subject to cap) (25)	3,488,063.41		27,527,059.62	(25) Deduction of amount of the First Distribution and Second Distribution which discharge Liabilities £ for £ per clause 16.1(e)
Amounts to be Distributed				
Total outstanding Elevated Pension Liabilities and Elevated Second Lien Non Pension Liabilities (subject to relevant caps)	118,683,967.05		108,582,348.24	
Amount to be distributed:				
DRS Pension Trustee	2,355,625.31		8,027,176.63	
DEPP Pension Trustee	179,575.84		418,082.12	
RCF (26)	13,564,619.20		10,061,842.93	(26) Total entitlement from the Third Distribution, subject to deduction for amounts that were previously overpaid to it (see Tab 3)
Less overpayment				
Notes (27)	13,564,619.20 8,692,449.13		7,077,629.94 6,285,167.81	(27) Total entitlement from the Third Distribution, subject to deduction for amounts that were previously overpaid to it (see Tab 3)
Less overpayment	8,692,449.13		4,333,956.39	
Total payments (including deduction of overpayments)	24,792,269.48		19,856,845.07	

Proposed settlement payments (inc 50% delta)	SA Base case	PT base case	Delta	50% delta	Total
DRS Pension Trustee	2,355,625.31	12,934,015.33	10,578,390.02	5,289,195.01	7,644,820.32
DEPP Pension Trustee	179,575.84	446,667.83	267,091.99	133,545.99	313,121.83
RCF	13,564,619.20	7,077,629.94	-6,486,989.27	-3,243,494.63	10,259,717.78
Notes	8,692,449.13	4,333,956.39	-4,358,492.74	-2,179,246.37	6,574,609.54
Total payments	24,792,269.48	24,792,269.48	0.00	0.00	24,792,269.48
Proposed settlement payments (inc adjustment for PT Base Subsequent Distribution Settlement Amount and previously withheld amounts)		Inc Adjustment for Future Distributions	Withheld amount due to DRS Pension Trustee	Total	
DRS Pension Trustee	7,644,820.32		1,311,939.79	8,956,760.11	
DEPP Pension Trustee	313,121.83		0.00	313,121.83	
RCF	10,259,717.78	182,835.66	0.00	10,076,882.12	
Notes	6,574,609.54	117,164.34	0.00	6,457,445.20	
Additional Payment to MB on behalf of the Pension Trustees	0.00	300,000.00	0.00	300,000.00	
Total payments	26,104,209.27				

Annex C

ICA Amendment

Date: \_\_\_\_\_ 2024

**DEED OF AMENDMENT**

**relating to an**

**INTERCREDITOR AGREEMENT**

**originally dated 29 March 2019, as amended by supplemental agreement dated 9 April 2019 and second supplemental agreement dated 10 February 2020**

**KIRKLAND & ELLIS INTERNATIONAL LLP**

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**THIS DEED OF AMENDMENT** (this “**Deed**”) is made on \_\_\_\_\_ 2024

**BETWEEN:**

- (1) **GLAS TRUST CORPORATION LIMITED**, a company incorporated and registered in England and Wales with company number 07927175 whose registered office is 55 Ludgate Hill, Level 1, West, London, England, EC4M 7JW (the “**Security Agent**”);
- (2) **GLOBAL LOAN AGENCY SERVICES LIMITED**, a company incorporated and registered in England and Wales with company number 08318601 whose registered office is 55 Ludgate Hill, Level 1, West, London, England, EC4M 7JW as Second Lien Agent;
- (3) **KROLL TRUSTEE SERVICES LIMITED**, a company incorporated and registered in England and Wales with company number 10992576 whose registered office is The News Building, Level 6, 3 London Bridge Street, London, England, SE1 9SG as Second Lien Notes Trustee,

(each a “**party**” and together the “**parties**”).

**WHEREAS:**

- (A) The parties entered into an intercreditor agreement originally dated 29 March 2019, as amended by supplemental agreement dated 9 April 2019 and second supplemental agreement dated 10 February 2020 (the “**Intercreditor Agreement**”).
- (B) The Security Agent allocated for distribution and/or distributed certain proceeds under the terms of the Intercreditor Agreement to the Second Lien Creditors and Pension Trustees in October 2021 and November 2021 (the “**Distributions**”). Following the Distributions, a dispute arose between the Pension Trustees and the Security Agent with respect to the Distributions (the “**Dispute**”). The Pension Trustees disagreed with the Security Agent’s calculation methodology for the Distributions, which, in their view, resulted in an under-allocation or underpayment of proceeds to them. The Pension Trustees provided the Security Agent with their calculation methodology for the Distributions.
- (C) A settlement was reached in relation to the Dispute. To effect the terms of the settlement amendments are required to the Intercreditor Agreement.
- (D) The amendments affected herein have been approved by the Majority Second Lien Noteholders who have instructed the Second Lien Notes Trustee to enter into this Deed and the Second Lien Lenders who have instructed the Second Lien Agent to enter into this Deed. The Pension Trustees have also consented to the amendments affected herein.
- (E) Pursuant to Clauses 5.4 and 27.1 of the Intercreditor Agreement, the parties wish to amend the Intercreditor Agreement by entering into this Deed.

**IT IS AGREED:**

**1      INTERPRETATION**

- 1.1 Unless otherwise defined in this Deed, capitalised terms used but not otherwise defined in this Deed shall have the meanings given to them in the Intercreditor Agreement.
- 1.2 Clauses 1.2 (*Construction*) of the Intercreditor Agreement shall be deemed to be incorporated into and shall apply *mutatis mutandis* in respect of this Deed as if references in the Intercreditor Agreement to “this Agreement” were references to “this Deed”.

**2      AMENDMENT**

- 2.1 The Intercreditor Agreement shall be amended with effect from the execution of this Deed as follows:

- 2.1.1 the following new definitions shall be inserted in clause 1.1 (*Definitions*):

***“Deed of Amendment*** means the deed of amendment to this Agreement entered into by the Security Agent, the Second Lien Agent and the Second Lien Notes Trustee in connection with the Settlement Agreement dated [●] February 2024.

***Deed of Amendment Effective Date*** means the date of the Deed of Amendment.

***Settlement Agreement*** means the settlement agreement between the Security Agent and Pension Trustees dated [●] February 2024.

***Settlement Effective Date*** means the Settlement Date (as defined in the Settlement Agreement). ”

- 2.1.2 the following clause shall be inserted in clause 16.1 (*Order of application*):

***“(h) Notwithstanding the above, the Security Agent shall distribute, on or around the date of the Deed of Amendment Effective Date, the distribution as set out in the Deed of Amendment.***

- 2.1.3 the following provision shall be inserted as a new sub-clause (vii) of clause 27.7(a) (Release of Security in respect of Elevated Pension Liabilities):

***“(vii) the occurrence of the Settlement Effective Date.”***

- 2.2 The payment of the:

- 2.2.1 Settlement Sum (as defined in the Settlement Agreement) pursuant to Clause 5.1 of the Settlement Agreement; and
  - 2.2.2 distributions to the Second Lien Creditors at or around the same time as the payment in Clause 2.2.1 above,

shall be based on the amounts specified in the spreadsheet (a substantially final form of which has been received by the Second Lien Creditors and Pension Trustees before the date of this Deed) circulated on or around the date of this Deed (the “**Agreed Distribution Spreadsheet**”), with the amounts specified beside each relevant Creditor class to be distributed as set out in the Agreed Distribution Spreadsheet.

- 2.3 Each of the DRS Pension Trustee and the DEPP Pension Trustee shall on the Settlement Effective Date be deemed to have irrevocably notified the Security Agent that a Fallaway Event under the Intercreditor Agreement has occurred.
- 2.4 Each party acknowledges that this Deed constitutes a valid amendment of the Intercreditor Agreement pursuant to Clause 27 of the Intercreditor Agreement.
- 2.5 The Intercreditor Agreement, as amended by this Deed, and the other Debt Documents shall continue in full force and effect.
- 2.6 Nothing in this Deed shall constitute a waiver or discharge of any rights, benefits, obligations and/or liabilities of the parties under the Intercreditor Agreement which have accrued prior to execution of this Deed.

### **3 MISCELLANEOUS**

- 3.1 The provisions of clauses 1.3 (*Third Party Rights*), 19.13 (*Confidentiality*), 20 (*Changes to Parties*), 24 (*Notices*), 28 (*Counterparts*) of the Intercreditor Agreement (as amended by this Deed) shall apply to this Deed *mutatis mutandis* as if the provisions of such (including all relevant defined terms) were set out herein.
- 3.2 This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.
- 3.3 The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Deed.

This agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED as a DEED by** )  
**GLAS TRUST CORPORATION** )  
**LIMITED** )  
as Security Agent )  
acting by )

---

Name:

Title:

In the presence of:

Name of witness: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Address of witness \_\_\_\_\_

**EXECUTED as a DEED by** )  
**GLOBAL LOAN AGENCY** )  
**SERVICES LIMITED** )  
as Second Lien Agent )  
acting by )

---

Name:

Title:

In the presence of:

Name of witness: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Address of witness \_\_\_\_\_  
\_\_\_\_\_

**EXECUTED as a DEED by** )  
**KROLL TRUSTEE** )  
**SERVICES LIMITED** )  
as Second Lien Notes Trustee )  
acting by )

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

Title:

In the presence of:

Name of witness: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Address of witness \_\_\_\_\_  
\_\_\_\_\_

Annex D

Instruction Letter

## INSTRUCTION LETTER

### BY EMAIL

To: GLAS Trust Corporation Limited as Security Agent on behalf of each Secured Party (the “**Security Agent**”)  
55 Ludgate Hill  
Level 1, West  
London  
EC4M 7JW

Email: tmg@glas.agency

Attention: Transaction Management Group

From: The Second Lien Agent (under and as defined in the Intercreditor Agreement (as defined below)) on behalf of the Second Lien Lenders

From: The Second Lien Notes Trustee (under and as defined in the Intercreditor Agreement (as defined below)) acting on the instructions of the Majority Second Lien Noteholders

— February 2024

Dear Sirs

### **Instructions relating to the entry into a settlement agreement and intercreditor agreement amendment**

#### **1 Introduction**

- 1.1 We refer to the intercreditor agreement dated 29 March 2019 as amended and/or restated from time to time (including on 9 April 2019 and 10 February 2020), between, amongst others, the First Lien Lenders, Second Lien Lenders, Second Lien Noteholders, DRS Pension Trustee, DEPP Pension Trustee and the Security Agent (each as defined therein) (the “**Intercreditor Agreement**”).
- 1.2 Unless otherwise defined in this letter, capitalised terms shall have the meaning attributed to them in the Intercreditor Agreement.
- 1.3 The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this letter as though they were set out in full in this letter except that references to the Intercreditor Agreement are to be construed as references to this letter.

#### **2 Background**

- 2.1 The Security Agent allocated for distribution and/or distributed certain proceeds under the terms of the Intercreditor Agreement to the Second Lien Creditors and Pension Trustees in October in 2021 and November 2021 (the “**Distributions**”).

2.2 Following the Distributions, a dispute arose between the Pension Trustees and the Security Agent with respect to the Distributions (the “**Dispute**”).

2.3 The Security Agent and the Pension Trustees intend to enter into a settlement agreement in respect of the Dispute (the “**Settlement Agreement**”) substantially in the form attached at Schedule 1 (*Settlement Agreement*) of this letter. To effect the terms of the Settlement Agreement an amendment to the Intercreditor Agreement shall be entered into which will provide for the distributions contemplated by the Settlement Agreement as well as certain releases contemplated thereunder (the “**ICA Amendment**”), in the form attached at Schedule 2 (*ICA Amendment*) of this letter.

2.4 The Settlement Agreement and the ICA Amendment have been approved by the:

- (a) Majority Second Lien Noteholders who have instructed the Second Lien Notes Trustee pursuant to a consent solicitation statement; and
- (b) Second Lien Lenders who have instructed the Second Lien Agent pursuant to a consent request,

to provide the instructions set out in this letter to the Security Agent (collectively, the “**Consents**”).

2.5 The Settlement Agreement and ICA Amendment will be entered into following the Security Agent’s receipt of instructions from the Second Lien Agent (acting on the instructions of the Second Lien Lenders) and the Second Lien Notes Trustee (acting on the instructions of the Majority Second Lien Noteholders) (the “**Instructing Parties**”). Pursuant to clause 4.2 of the Settlement Agreement, the Pension Trustees will authorise the Security Agent to enter into the ICA Amendment.

2.6 This letter has been prepared to enable the Instructing Parties to authorise and ratify the Security Agent’s entry into the Settlement Agreement and to effectuate the transactions contemplated thereunder.

### **3 Instructions in connection with entry into the Settlement Agreement**

In reliance on, amongst other things, the Consents, the Instructing Parties hereby irrevocably authorise and instruct the Security Agent to enter into the Settlement Agreement and the ICA Amendment.

### **4 Effectiveness**

The instructions set out in this letter shall be effective on the date of this letter.

### **5 Further Assurance**

5.1 The Second Lien Notes Trustee hereby confirms that it has received or waived receipt of all of the conditions precedent set out in Clause 17.2 (*With Consent of Noteholders*) of the Second Lien Notes Trust Deed in connection with the ICA Amendment in form and substance satisfactory to the Second Lien Notes Trustee on or prior to the date hereof.

5.2 Each party acknowledges that all actions that have or will be taken by the Security Agent in accordance with this letter are subject to and covered by the protections and indemnities outlined in clause 19 (*The Security Agent*) of the Intercreditor Agreement.

5.3 Each party hereby acknowledges and confirms to the Security Agent that:

- (a) any action taken by the Security Agent under or in connection with this letter is covered by the indemnity provided in favour of the Security Agent under clause 19.11 (*Primary Creditors' indemnity to the Security Agent*) of the Intercreditor Agreement;
- (b) the Security Agent will not be liable for any action taken by it under or in connection with this letter;
- (c) any action taken by the Security Agent under or in accordance with the instructions contained within this letter shall not constitute negligence, wilful misconduct, fraud or a breach of any term of the Intercreditor Agreement; and
- (d) the Security Agent is duly authorised for the purposes of the Intercreditor Agreement to take the actions requested in this letter.

5.4 Each party hereby:

- (a) irrevocably and unconditionally waives and releases; and
- (b) undertakes that it will not commence or continue any proceedings or other judicial, quasi-judicial, administrative or regulatory process in any jurisdiction whatsoever in relation to or arising out of or in connection with,

each and every claim which they or any of them have, or may have, against the Security Agent in relation to or arising out of or in connection with any action or step taken by the Security Agent in accordance with this letter, the Settlement Agreement and the ICA Amendment.

5.5 The provisions of this paragraph of this letter shall survive the termination of this letter and continue in full force and effect for the benefit of each party.

## 6 **Miscellaneous**

- 6.1 This letter is delivered to you in reliance on the aforementioned Consents by the applicable Instructing Parties.
- 6.2 This letter and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law.
- 6.3 This letter may be executed in any number of counterparts but shall not be effective until each party has signed at least one counterpart. Each counterpart constitutes an original, and all the counterparts together constitute one and the same agreement.

Yours faithfully,

SIGNED BY )  
for and on behalf of )  
**GLOBAL LOAN AGENCY** )  
**SERVICES LIMITED** )  
as Second Lien Agent )  
Title: \_\_\_\_\_

[Signature Page to Instruction Letter]

**SCHEDULE 1**  
**SETTLEMENT AGREEMENT**

**SCHEDULE 2**  
**ICA AMENDMENT**