

# Form 604

Corporations Act 2001  
Section 671B

## Notice of change of interests of substantial holder

To Company Name/Scheme Accent Group Limited (**Accent**)

ACN/ARSN 108 096 251

### 1. Details of substantial holder (1)

Name Frasers Group plc (Company No. 06035106) (**Frasers**) and each of the persons listed in Annexure "A"

ACN/ARSN (if applicable) See Annexure "A"

There was a change in the interests of the substantial holder on 13/05/2025

The previous notice was given to the company on 17/04/2025

The previous notice was dated 15/04/2025

### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary securities in Accent ( <b>Shares</b> )	82,477,463	14.57% (based on 565,998,979 Shares on issue)	119,635,949	19.90% (based on 601,185,674 Shares on issue)

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
13/05/25 (Share Issue)  7/05/25 - 9/05/25 (On-Market Purchases)	Frasers	Increase in relevant interest as a result of the issue to Frasers of 35,186,695 Shares ( <b>Share Issue</b> ) pursuant to the terms of the subscription agreement entered into between Frasers and Accent on 15 April 2025 ( <b>Subscription Agreement</b> ) and as a result of the on-market purchase by Frasers of a total of 1,971,791 Shares ( <b>On-Market Purchases</b> ).  A copy of the Subscription Agreement was attached to the Form	<b>Share Issue:</b> \$1.718 per Share for a total aggregate consideration of \$60,450,742.  <b>On-Market Purchases:</b> <ul style="list-style-type: none"> <li>7 May 2025 - \$1.877479 per Share for 1,131,537 Shares for a total aggregate consideration of \$2,124,436.50.</li> <li>8 May 2025 - \$1.906065 per Share for 840,000 Shares for a total aggregate consideration of \$1,601,094.79.</li> <li>9 May 2025 - \$1.928061 per Share for 254 Shares for a total</li> </ul>	37,158,486 Shares	37,158,486

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		604 released on the ASX by Frasers on 17 April 2025 and is also attached to this Form 604 at Annexure "B".	aggregate consideration of \$489.73.		
13/05/25 (Share Issue)  7/05/25 - 9/05/25 (On-Market Purchases)	Each of the persons listed in Parts A and B of Annexure "A"	The entities listed in Parts A and B of Annexure "A" have a deemed relevant interest in the securities that Frasers has a relevant interest in pursuant to section 608(3) of the <i>Corporations Act 2001</i> (Cth) through their control of Frasers and/or their voting power in a shareholder of Frasers.  Accordingly, the entities listed in Parts A and B of Annexure "A" have had their relevant interest increase as a result of the Share Issue and On-Market Purchases under which Frasers' relevant interest increased.	N/A	37,158,486 Shares	37,158,486
13/05/25 (Share Issue)  7/05/25 - 9/05/25 (On-Market Purchases)	Accent	Upon entry into the Subscription Agreement, Accent obtained a relevant interest in the Shares that Frasers and each of the persons in Parts A and B of Annexure "A" have a relevant interest in ( <b>Frasers Shares</b> ) due to Accent having control of the exercise of the right to vote that is attached to the Frasers Shares under the terms of the Subscription Agreement.  Frasers and Accent are also associates of each other as a result of them being party to the Subscription Agreement, meaning that Frasers' voting power in any Shares is aggregated with any voting power Accent may have in its own securities.  As Frasers and each of the persons in Parts A and B of Annexure "A" have had their relevant interest in Shares increase as a result of the Share Issue and the On-Market Purchases, Accent's relevant interest in Shares has also increased.	N/A	37,158,486 Shares	37,158,486

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		A copy of the Subscription Agreement is attached to this Form 604 at Annexure "B".			
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**4. Present relevant interests**

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Frasers and each of the persons listed in Parts A and B of Annexure "A"	CitiCorp Nominees Pty Ltd ( <b>Citicorp</b> )	Frasers	Control of the exercise of, a right to vote attached to, and/or a power to dispose of, the Frasers Shares, gives Frasers a relevant interest in the Frasers Shares under section 608(1)(b) and 608(1)(c) of the Corporations Act.	119,635,949 Shares	119,635,949

**5. Changes in association**

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

**6. Addresses**

The addresses of persons named in this form are as follows:


Name	Address
Frasers	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Citicorp	Citigroup Centre, 2 Park Street, Sydney NSW 2000, Australia
Accent	2/64 Balmain Street, Richmond VIC 3121, Australia
Each of the persons listed in Parts A and B of Annexure "A"	See Parts A and B of Annexure "A"

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**Signature**

print name Robert Palmer capacity Company Secretary, Frasers Group plc

sign here

DocuSigned by:  
  
 date 13/05/2025

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

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**Annexure "A"**

This is Annexure "A" of 26 pages (including this page) referred to in the Form 604 (Notice of change of interests of substantial holder) dated 13 May 2025.

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**Signature**

print name Robert Palmer capacity Company Secretary, Frasers Group plc

sign here

DocuSigned by:  
*Robert Palmer*

date 13/05/2025

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Name and ACN / ARSN (if applicable)	Address
<b>Part A</b>	
Michael James Wallace Ashley	Grenville Court, Britwell Road, Burnham, Buckinghamshire, England, SL1 8DF, United Kingdom
<b>Part B</b>	
MASH Holdings Topco Limited	Grenville Court, Britwell Road, Burnham, Buckinghamshire, England, SL1 8DF, United Kingdom
MASH Holdings Limited	Grenville Court, Britwell Road, Burnham, Buckinghamshire, England, SL1 8DF, United Kingdom
MASH Alpha Limited	Grenville Court, Britwell Road, Burnham, Buckinghamshire, England, SL1 8DF, United Kingdom
MASH Beta Limited	Grenville Court, Britwell Road, Burnham, Buckinghamshire, England, SL1 8DF, United Kingdom
0001 Affinity Talke (Freeholdco) Limited	3rd Floor, 44 Esplanade, St. Helier, JE4 9WG, Jersey
0001 P Hay Exeter Headl (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0002 Affinity Fleetwood (Freeholdco) Limited	4th Floor, 44 Esplanade, St. Helier, JE4 9WG, Jersey
0002 Phay Exeter Resi Freeholdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0003 Affinity Atlantic Village (Freeholdco) Limited	3rd Floor, 44 Esplanade, St. Helier, JE4 9WG, Jersey
0004 Affinity Sterling Mills (Freeholdco) Limited	4th Floor, 44 Esplanade, St. Helier, JE4 9WG, Jersey
0008 MansfieldFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0008 Popes Brixton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0010 RoseMossleyFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0015 DeMandeville RP Enfield (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0015 MansfieldFitness2 (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0019 ABar Southampton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0020 Milsom BathGH (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0023 BrombroughFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0025 Fore St Redruth Cornwall (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0027 OxfordTFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

0032 North End Fulham (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0034 Castle Place Belfast (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0034 GloucesterFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0035 BristolFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0035 Kettlebridge JW Sheff (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0040 BlackburnFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0041 H St East Ham (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0041 StGeorges St Canterbury (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0045 DerbyFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0050 NottsFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0071 (PropcoSO) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0074 Union St Aberdeen (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0075 Popes Road Brixton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0077 Doncaster Frenchgate (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0078 (PropcoSO) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0078 Treloggan Rd Newquay (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0082 Southampton Rd Salisbury (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0083 QSt Newton Abbott (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0091 (PropcoSO) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0092 Cornmill Centre Darlington (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0093 (PropcoSO) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0107 Regent St Swindon (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0112 Bridge St Lion Hot (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

0115 Qns Square Middlesbrough (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0119 (PropcoSO) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0124 Murraygate Dundee (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0137 Cardiff QStreet (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0139 H St Chatham (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0139 Trafford MissG (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0140 Boucher SP Belfast (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0141 Church Hall STDO Accrington (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0143 Holton South Glamorgan (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0152 Kentish Town Road LDN (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0153 Park St Walsall (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0162 H St Uxbridge (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0167 Colne Boundary RP (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0171 Croydon Trafway RP (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0171 NN12ET Northampton Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0172 St Nic Arcade Lancaster Freeholdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0173 QWay Blvd Crawley Freeholdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0174 Quedgeley RP (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0181 Scotch St Carlisle (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0184 Hulst Wolfstr Nthland (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0185 Rolle St Exmouth (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0186 Rose St RP Inverness (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0253 H St Scunthorpe (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

0263 Ldn Rd North Lowestoft (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0271 Truro Rd St Austell (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0272 Station Rd Clacton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0273 Market J St Penzance (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0275 Heathcot Rd Stoke Longton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0276 NewportLOW (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0278 Cartergate Newark on Trent (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0282 Low Buckholmside Galashiels (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0283 Borough Pavement Birkenhead (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0285 Northgate St Gloucester (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0290 Broadclose Peterlee (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0293 Abington St Northampton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0296 Fawcett St Sunderland (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0306 Cross St Oswestry (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0308 Sycamore Woodhorn Ashington (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0309 Harefield Rd Nuneaton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0314 Cornhill Bridgwater (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0315 H St Kirkcaldy (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0317 K St St Helens (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0321 QSt Neath (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0325 H St Ashford (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0329 Beresford Terrace Ayr (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0330 Portland St Kilmarnock (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

0343 H St Dumferline (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0351 Anchor RP Burnley (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0352 Pier St Aberwystwyth (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0353 H St Redcar (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0357 Head St Colchester (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0361 Silver St Gainsborough (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0365 Stanthorpe Rd Streatham (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0367 (PropcoSO) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0368 Auckland House Bishop Auckland (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0370 H St Strood (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0373 H St Hounslow (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0377 Sandes Av Kendal (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0393 H Street Eltham (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0410 Marygate Berwick Upon Tweed (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0419 Glasgow Rd Wishaw (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0420 H Sr Uxbridge (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0420 Westgate Wakefield (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0429 Wellington Place Hastings (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0430 Gaolgate Stafford (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0601 Broad St Teddington (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0610 Market Rd London (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0639 St Peters Derby (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0790 Landmark Place Cardiff FL (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

0797 Ingram St Glasgow (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0808 East St Taunton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0915 PRow Hanley (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
0930 Lesley RP Strabane (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1013 Market Pl Kingston (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1091 QSt Ramsgate (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1111 Clarendon W Colchester (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1114 Ruxley Ln Ewell (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1117 Epsom Road Guildford Surrey (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1120 Orion Way Kettering (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1121 Alcester Road Birmingham (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1122 North Lynn IE Norfolk (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1132 Webb Ellis Rugby (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1133 SaleFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1213 North St Guildford (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1333 Headrow Leeds (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1419 Etrop Ct Wythenshawe (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
148 BlueW (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1498 Above Bar Southampton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1534 Law Place East Kilbride (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1561 Priory Walk Doncaster (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1567 P St Edinburgh (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1569 Ferensway Hull (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

1587 Strand SC IsleMan (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1626 Argyle St Glasgow (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1658 Market Pl Romford (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1718 Nassau St London (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1742 Linthorpe Rd Middlesbrough (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1747 Gallowtree Gate Leicester (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1796 Academy Oxford Poland St London (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1801 North RP Manchester (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1821 Albert Sq SC Widnes (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1837 H St Watford (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1844 Barons Quay Northwich (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1846 Henblas Sq. Wrexham (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
18Montrose Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
1987 Riverside RP Stafford (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2002 Friars Sqare Aylesbury (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2006 Corporation St Birmingham (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2013 Promanade Cheltenham (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2017 Anchor Centrale Croydon (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2019 Blackwell Gate Darlington (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2019 Darlington (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2024 P Hay Exeter Occ Freeholdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2025 Argyle Glasgow (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2035 Rushden Lakes Rushden (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

2036 Mint Lane Lincoln (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2037 LochLomondShores FreeholdCo Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2038 Fremlin Walk Maidstone (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2039 Deansgate Manchester (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2040 Park Lane Meadowhall (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2044 Victoria Centre Nottingham (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2045 Chantry Place Norwich (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2047 Armada Way Plymouth (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2048 Oracle Centre Reading (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2053 Gracechurch Sutton Coldfield (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2059 Chapel Walk Worcester (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2123 Tavern St Ipswich (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2134 Times Sq SC Sutton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2135 Coney St York (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2171 Tower Wellington Ballymena (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2180 Comm St Hereford (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2190 Armada way Plymouth (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2190 New George St Plymouth (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2214 K St Great Yarmouth (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2341 Clarence St Kingston UT (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2374 Gateway Trowbridge (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2624 DS1 Mander Wolverhampton (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2643 Geldard Rd Birstall Leeds (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

2653 Brewery Quarter Cheltenham (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2655 Pride Pk Derby (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2658 Banstead Rd Ewell (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2663 LlanelliFIT (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2664 Pasonage RP Leigh (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2665 Tritton Rd Lincoln (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2668 Cyfarthfa RP Merthyr Tydfil Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2670 East RP Maesglas Newport (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2671 Colwich Loop Nottingham (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2677 Timber Beach Sunderland (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2682 Bloomfield SC Bangor (Leaseco) Limited	C/O Eversheds Sutherland, 4F Montgomery House, Montgomery Street, Belfast, BT1 4NX, United Kingdom
2691 Capital SP Leckwith Cardiff	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2695 White Lion RP Dunstable (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2697 Charlestown Rd Halifax (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2707 Ocean Plaza Marine Southport (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2710 Alexandra Park Scotia Tunstall (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2717 Crescent Link Londonderry (Leaseco) Limited	C/O Eversheds Sutherland, 4F Montgomery House, Montgomery Street, Belfast, BT1 4NX, United Kingdom
2734 GalwayCorrib (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2735 Foyleside SC Londonderry (Freeholdco) Limited	C/O Eversheds Sutherland, 4F Montgomery House, Montgomery Street, Belfast, BT1 4NX, United Kingdom
2741 The Courts Warren Street Stockport (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2747 Middleway Park Burton on Trent (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2755 Currock Road Carlisle (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

2760 Peel Centre Harborough Barnsley (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2779 Precinct Market Coventry (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2781 Parker St Liverpool (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2782 Commercial Rd Portsmouth (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2784 Western Rd Brighton (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2785 Listergate Nottingham (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2786 Brookfield Cheshunt (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2787 CheshuntBrookfield (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2788 Cavendish RP Keighley (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2795 Fosse Pk Leicester (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2900 Mount RP Hull (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2919 Maybrook RP Canterbury (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2922 North SP Denton Manchester (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2929 Row Brook (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2986 Northumberland St Newcastle (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
2CARE4 LIMITED	Church Bridge House, Henry Street, Accrington, BB5 4EE
3233 Chichester East Street (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3242 Buttermarket Ipswich (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3274 Fremlin Walk SC Maidstone (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3424 Parishes SC Scunthorpe (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3442 MIDDLESBROUGH LINTHORPE (FREEHOLDCO) LIMITED	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3443 Leeds Briggate (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3480 Bournemouth Comm Rd (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

3628 Litchfield Street Burton Trent (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3669 WinchesterGH (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3741 ChesterGH (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3742 BirminghamGH (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3845 Broad St Reading (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3927 Coal Rd Seacroft LDS (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
3940 Q Sq Corby (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
4001 ROKO Quintin H Hartington (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
4002 ROKO Wiggington York (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
4003 ROKO Wilford WBrig Nott (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
4004 ROKO Watling Gillingham (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
8088 QST Cardiff (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
8440 NorwichDCWGH (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
8440 NorwichGH (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
9998 AffineStates Freeholdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
9999 DW Estates Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Accrington Express House (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Activator Brands Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Activator Products Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Active Apparel New Corp	
Agapanthus Investco Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Alder Propertyco Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Alpha Brand Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Alpha Developments Stockport Ltd	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

Amara Property Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Amara Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
AP Brands Holdings Sdn Bhd	Lot G1.PT.10A Sunway Pyramid Shopping Mall No. 3, Jalan PJS , Malaysia
APAC Sale Group Pte. Ltd	7 Straits View, #12-00, Marina One East Tower, Singapore, 018936, Singapore
Aphrodite Clothing Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Aviation (Investco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Bellatrix Associates Limited	Clinch's House, Lord Street, Douglas, Isle of Man, IM99 1RZ, Isle of Man
Bellatrix Overseas Limited	Clinch's House, Lord Street, Douglas, Isle of Man, IM99 1RZ, Isle of Man
Bellatrix Unlimited	Clinch's House, Lord Street, Douglas, Isle of Man, IM99 1RZ, Isle of Man
Beta Brand Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Blackburn Townsmoor RP (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Boronia Investco Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Brands & Fashion	Unit B, 19/F., Queen's Centre, 58-64 Queen's Road East, Wanchai, Hong Kong
Brands & Fashion N.V.	Leopoldstraat, nr. 79, 2800 Mechelen, Belgium
Brands 001 Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Brands Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Brands Holdings Sponsorship Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Brighton NWLK (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
BSL International Limited (t/a Sports Directory UK)	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
BuyInvite Pty Ltd	24A Victoria Street, Windsor VIC 3181, Australia
C7 TraffPMancity EGym (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Cacifo - Comercio de Artigos de Desportos S.A.	Via Central de Milheiros no 121, 4475-334, Frguesia de Milherios, Concelho da Maia, Porto, Portugal
Cafe Clo Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Campri Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

Cardinal Investments S.L	C.C Puerto Venecia, local 84, , Trav Jardines Reales 7, 50021, Zaragoza, spain
Carlton Sports Company Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Caspia Investco Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Catchbest Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
CDS-IP SA	Parc Industriel, Avenue Ernest, Solvay 29 1480 Saintes, Belgium
Charlie Brand Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Chester Newgate Eastgate (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Choice 33 Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Choice Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Clothingsites Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Coggles Luxury (Investco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
CoventG Shelton St (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Coventry Arena IPCo Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Coventry Arena OpCo Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Coventry Arena PropCo Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Coventry Arena Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Criminal Clothing Ltd.	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Croydon Purley WC (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Cruise Clothing Limited	Martin House, 184 Ingram Street, Glasgow, Scotland, G1 1DN, United Kingdom
Dahila Investco Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Danish Properties Holdco ApS	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Delta Brand Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Donnay International NV	Leopoldstraat nr 79, 2800 Mechelen, Belgium
Double Take limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

Eastchance Limited	Unit 1714, 17/F, Miramar Tower, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong
Echo Brand Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Eladsnol Strops Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Elm Propertyco Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Epoch Properties Limited	First Floor, La Chasse Chambers, St Helier, JE2 4UE, Jersey
Etail Services Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Evans Cycles Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Everlast Australia Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
EVERLAST SPORTS INTERNATIONAL INC	
Everlast Sports MFG. CORP.	
Everlast World's Boxing Headquarters Corp	
Everlast Worldwide Inc	
FG (AF Holdings) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
FG USA Trade Group Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
FGFS Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
FGFS No1 Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Firetrap Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Fitness Estates Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Forever Media Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Forever Sports Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Four (Investco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Frasers Group (European Holdings) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Frasers Group Asia SDN.BHD.	LEVEL 15-2, BANGUNAN FABER IMPERIAL COURT, JALAN SULTAN ISMAIL, 50250 WILAYAH PERSEKUTUAN, KUALA LUMPUR, Malaysia
FRASERS GROUP AUSTRALIA PTY LTD	5 ATTADALE COURT, ELANORA QLD 4221, Australia

Frasers Group Credit Broking Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Frasers Group F&B JV Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Frasers Group Financial Services Limited	Express House, Petre Road, Clayton Business Park, Accrington, Lancashire, BB5 5JB, United Kingdom
Frasers Group Holdings Australia Pty Ltd	5 ATTADALE COURT, ELANORA QLD 4221, Australia
Frasers Group Loyalty Services Limited	Express House, Petre Road, Clayton Business Park, Accrington, Lancashire, BB5 5JB, United Kingdom
FRASERS RETAIL NIGERIA LIMITED	RCO COURT 3-5, SINARI DARANIJO STREET, VICTORIA ISLAND, LAGOS STATE, Nigeria
FRS Estates Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Game AR Limited	Unity House, Telford Road, Basingstoke, Hampshire, RG21 6YJ, United Kingdom
Game Belong Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Game Digital Holdings Limited	Unity House, Telford Road, Basingstoke, Hampshire, RG21 6YJ, United Kingdom
Game Digital Limited	Unity House, , Telford Road, Basingstoke, Hampshire, , RG21 6YJ, United Kingdom
Game Digital Solutions Limited	Unity House, Telford Road, Basingstoke, Hampshire, RG21 6YJ, United Kingdom
Game Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Game Spain Holdings Limited	Unity House, Telford Road, Basingstoke, Hampshire, RG21 6YJ, United Kingdom
Game Spain Investments Limited	Unity House, Telford Road, Basingstoke, Hampshire, RG21 6YJ, United Kingdom
Gelert IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Gelert Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Getthelabel.com Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Gieves & Hawkes Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Giulio Fashion Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Giulio Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Giulio Woman Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

GLD Invest (Invest Co) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Golddigga Brands Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Golf Brand Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Gul IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Gul Watersports Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Heatons (N.I.) Limited	C/O Eversheds Sutherland, 4F Montgomery House, Montgomery Street, Belfast, BT1 4NX, United Kingdom
Heatons Limited	HEATON HOUSE , IDA BUSINESS PARK, WHITESTOWN, TALLAGHT, DUBLIN 24, Ireland
Heaven or Hell Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
High Bromfinch (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
HK Sports & Golf Aktiebolag	Eskilstorpsv 7, 269 96, Båstad, Sweden
HOF Ireland Stores Limited	Heaton House, IDA Business Park, Whitestown, Tallaght, Dublin, Ireland, D24E932, Ireland
HOFCO (INVEST CO) LIMITED	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
HOH (Invest Co) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Hot Tuna IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Hotel Brand Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
House of Fraser Brands Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
House of Fraser Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
HSCF Bedford House Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Hugo Stores Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
I SAW IT FIRST LIMITED	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Incense Propertyco Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
International Brand Management Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
J32 Castleford (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

Jack Wills IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Jack Wills Property Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Jack Wills Retail (Ireland) Limited	HEATON HOUSE , IDA BUSINESS PARK, WHITESTOWN, TALLAGHT, DUBLIN 24, Ireland
Jack Wills Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
James Lillywhites Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Jersey Holding (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
John Anthony (Swindon) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Juliet Brand Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Juniper Propertyco Holdco Limited	C/O Eversheds Sutherland, 4F Montgomery House, Montgomery Street, Belfast, BT1 4NX, United Kingdom
Kangol Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Kangol Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Kangol Trustees Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Kangol. LLC	
Karrimor IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
La Jolla (UK) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Larch Propertyco Holdco Limited	C/O Eversheds Sutherland, 4F Montgomery House, Montgomery Street, Belfast, BT1 4NX, United Kingdom
Lillywhites Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Liverpool Church Street (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Liverpool F&B Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Livingston Almondvale RP (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Lonsdale Australia Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Lonsdale Boxing Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Lonsdale IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

Lovell Sports (Holdings) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Lovell Sports Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Lovells SP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
LSL Holdings (LHFH) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Luton Mall (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Luton Mall 2 (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Mall Nominee Four Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Mall Nominee Three Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
MancTraffordC (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Masters Holders Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Missguided Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Mississippi Manufacturing LLC	
Missy Empire Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
MTA John Anthony (Holdings) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
MTPK Investco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Muddyfox IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Muddyfox Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
MySale Group plc	Ogier House, The Esplanade, 44 Esplanade Street, Helier, JE4 9WG, Jersey
MySale Group Trustee Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Nevica IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Newtownabbey (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
NFSK (Invest Co) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
No Fear Brand Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
No Fear International Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

No Fear USA limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
NZ Sale Limited	Level 1, Chartered Accountants House, 50 Customhouse Quay , Wellington, 6011, New Zealand
Octo TPWheels3 (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Old Brown Bag Clothing Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Olympus Ventures Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Overgate Dundee (Scot) (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Ozsale Pty Limited	24A Victoria Street, Windsor VIC 3181, Australia
PDL SLZ (Investco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Post Wheels1 (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Prevu IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Propertyco (Studio) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Psyche Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Puffa IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Queensberry Boxing IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
R. D. Scott Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Redwood Propertyco Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Republic IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Republic.com Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Retail Services (Investco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Rhapsody Investments (Europe) S.A.	1 Cote d'Eich, L-1450, Luxembourg
Romirrak Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Rotherham Parkgate SC (FreeholdCo) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
RugbyAlpha (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

Runnel Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
S&B Brands Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Scotts SpotProp (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
SD Equestrian Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
SDB2 S.A.	Parc Industriel, Avenue Ernest, Solvay 29 1480 Saintes, Belgium
SDI (Propco 38) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
SDI 2300 COLLINS LLC	
SDI 735 COLLINS LLC	
SDI Airport Logistics Park Limited	Heaton House, IDA Business Park, Whitestown, Tallaght, Dublin, Ireland, D24E932, Ireland
SDI CORRIB SHOPPING CENTRE LIMITED	HEATON HOUSE , IDA BUSINESS PARK, WHITESTOWN, TALLAGHT, DUBLIN 24, Ireland
SDI Fitness 28 Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
SDI Holdings USA, Inc	
SDI Malta Holdco Limited	Level 1, LM Complex, Brewery Street , Zone 3 Central Business District , Birkirkara, CBD3040, Malta
SDI Properties (USA) Inc.	
SDI Property (Bitburg) B.V.	Van Konijnenburgweg 45,, 4672PL , Bergen op Zoom, Netherlands
SDI Property (Europe) BV	Van Konijnenburgweg 45, 4612PL , Bergen op Zoom, Netherlands
SDI Property US Inc	
SDI Sports Group Americas, LLC	
SDI Ventures LLC	
SDIL S.A.	Parc Industriel, Avenue Ernest, Solvay 29 1480 Saintes, Belgium
SIA SIG Logistics	A. Deglava, str 50, Riga, LV-1035, Latvia
SIA Sportland	A Degalava str . 50, Riga, LV-1035, Latvia
SIA Sportsdirect.com	A. Deglava, str 50, Riga, LV-1035, Latvia
Sienna Dining Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Ski and Outdoor Warehouse Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Skins IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Slazenger Carlton (Holdings) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Slazengers Australia Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

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Slazengers Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Smith And Brooks Group Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Smith And Brooks Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
SNO Sport Vertriebs GmbH	Flugplatzstraße 30, 4600, Wels, Austria
Sofa.com Bidco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Sofa.com Ltd	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Sondico IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Sport Eybl & Sports Experts Logistikbetriebs GmbH	
Sport Eybl Holding GmbH	Flugplatzstraße 30, 4600, Wels, Austria
Sportland Eesti AS	Parnu mnt 139c, Kesklinna, Tallinn, 11317, Estonia
Sportland International Group AS	Parnu mnt 139c, Kesklinna, Tallinn, 11317, Estonia
Sportmaster Danmark ApS	Baltorpbakken 5, 2750 Ballerup, Denmark
Sports Direct (Singapore) Pte.Ltd	182 Cecil Street, #23-02, Frasers Tower, Singapore, 069547, Singapore
Sports Direct Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Sports Direct International Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Sports Direct International Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
SPORTS DIRECT MALAYSIA SDN. BHD.	LEVEL 15-2, BANGUNAN FABER IMPERIAL COURT, JALAN SULTAN ISMAIL, 50250 WILAYAH PERSEKUTUAN, KUALA LUMPUR, Malaysia
Sports Direct Spain S.L.U	Centro Comercial Puerto Venecia, Local 84, Travesía de los Jardines Reales nº 7, 50021, Zaragoza , Spain
Sports World International Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Sports World the Netherlands B.V.	Van Konijnenburgweg 45, 4612 PL Bergen op zoom, Netherlands
SportsDirect (Iceland) ehf	Skogarind 2, 201, Kopavogur, Iceland
Sportsdirect.com (Asia) Limited	Unit 1903B & 1905, Exchange Tower,, 33 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong
Sportsdirect.com Austria GmbH	Flugplatzstraße 30, 4600, Wels, Austria
Sportsdirect.com Belgium SA	Parc Industriel, Avenue Ernest, Solvay 29 1480 Saintes, Belgium
Sportsdirect.com Bulgaria EOOD	Sofia 1000, Sredets region, 14 Tsar Osvoboditel Blvd., floor, Bulgaria

Sportsdirect.com Cyprus Limited	Miltiades Stylianou 34B, Shop 2, 8577 Tala, Paphos, Cyprus
Sportsdirect.com Czech Republic s.r.o.	Prague 1 - Nove Mesto, Na Porici 1079/3a, 100 00, Czech Republic
Sportsdirect.com Fitness Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Sportsdirect.com France	Zac des Copistes, Boulevard du Havre, 95220, Herblay, France
Sportsdirect.com Hungary Korlátolt Felelősségű Társaság	H-1053 Budapest, Karolyi Mihaly utca 12, Hungary
Sportsdirect.com Immobilien GmbH	Flugplatzstraße 30, 4600, Wels, Austria
Sportsdirect.com Malta Limited	Level 1, LM Complex, Brewery Street, Zone 3 Central Business District, Birkirkara CBD , 3040, Malta
Sportsdirect.com OU	Parnu mnt 139c, Kesklinna, Tallinn, 11318, Estonia
Sportsdirect.com Poland S.P. Z.o.o.	ul. Skladowa 5, 61-897, Poznań, Poland
Sportsdirect.com PTY Ltd	c/o Norton Rose Fulbright, Level 6, 60 Martin Place, Sydney NSW 2000, Australia
Sportsdirect.com Retail (Europe) SA	Parc Industriel, Avenue Ernest, Solvay 29 1480 Saintes, Belgium
Sportsdirect.com Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Sportsdirect.com Romania SRL	: Bucharest, 6L Iuliu Maniu Blvd. building Campus 6.1., 2nd floor, office 250ResCowork07, district 6, Romania
Sportsdirect.com Slovakia s.r.o.	Vysoka 2/B, 81106, Bratislava, Slovakia
Sportsdirect.com Switzerland A.G.	Zeughausgasse 27, 3011 Bern, Switzerland
Sportsdirect.com Vienna North GmbH	Flugplatzstraße 30, 4600, Wels, Austria
Sportsdirect.comSLVN d.o.o.	Planjava 4, 1236 Trzin, Slovenia
SSG Sport GmbH	Vornholzstr. 48, , 94036, Passau, Germany
Sterling Resources (Holdings) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Stirlings (Argyle Street) Limited	Martin House, 184 Ingram Street, Glasgow, G1 1DN, United Kingdom
Straub Corporation Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Strike Sport (Investco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Studio Retail Financial Services Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Studio Retail Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

Studio Retail Trading Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
SWimmo Eupen SPRL	Parc Industriel, Avenue Ernest, Solvay 29 1480 Saintes, Belgium
Table Tennis Pro Europe Ltd	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
TB Lobster (Investco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Ten Gallon Corporation	
Tessuti (Ireland) Limited	Heaton House, IDA Business Park, Whitestown, Tallaght, Dublin, Ireland, D24E932, Ireland
Tessuti Group Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Tessuti Ltd	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Tessuti Property Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Tessuti Retail Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Tessuti Stores Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Thackerays (Investco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
The Antigua Group Inc	
THE FLANNELS GROUP (ROI) LIMITED	Heaton House, IDA Business Park, Whitestown, Tallaght, Dublin, Ireland, D24E932, Ireland
The Flannels Group Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
The Mall (Luton) General Partner Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
The Mall (Luton) Limited Partnership	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
The Watch Shop Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Thornbush Propertyco Holdco Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Topaz MWheels2 (Leaseco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Topgrade Sportswear Holdings Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Topgrade Sportswear Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Twin Sport Akerpoort B.V.	Ookmeerweg 408, 1069CG Amsterdam
Twin Sport Alphen a/d Rijn B.V.	Sint Jorisstraat 11, 2405CK Alphen aan den Rijn
Twin Sport Amsterdam B.V.	Gelderlandplein 44, 1082LB Amsterdam
Twin Sport Arnhem B.V.	Dr. C. Lelyweg 8 B, 6827BH Arnhem
Twin Sport B.V.	Kuipersweg 37, 3449JA Woerden

Twin Sport Cruquius B.V.	Cruquiusplein 12, 2142EV Cruquius
Twin Sport Den Bosch B.V.	Burgemeester Loeffplein 53, 5211RX 's-Hertogenbosch
Twin Sport Den Haag B.V.	Grote Marktstraat 135, 2511BJ 's-Gravenhage, Netherlands
Twin Sport Haarlem B.V.	Drossestraat 17, 2011XW Haarlem
Twin Sport Hengelo B.V.	Het Plein 90, 7559SR Hengelo
Twin Sport Holding B.V.	Kuipersweg 37, 3449JA Woerden, Netherlands
Twin Sport Hoofddorp B.V.	Marktlaan 5, 2132DL Hoofddorp
Twin Sport Leiden B.V.	Lammenschansweg 130 H, 2321JX Leiden
Twin Sport Nieuwegein B.V.	Binnenstede 22, 3431LA Nieuwegein
Twin Sport Nijmegen B.V.	Plein 1944 90, A, 6511JE Nijmegen
Twin Sport Online B.V.	Kuipersweg 37, 3449JA Woerden
Twin Sport Tilburg B.V.	Pieter Vreedeplein 157, 5038BW Tilburg
Twin Sport Uithoorn B.V.	Zijdelwaardplein 56, 1422AN Uithoorn
Twin Sport Utrecht B.V.	Potterstraat 2, 3512TA Utrecht
Twin Sport Waalwijk B.V.	Grotestraat 243, 5141JS Waalwijk
Twin Sport Woerden B.V.	Jaap Bijzerweg 3, 3446CR Woerden
TYMIT LTD	5 Merchant Square, London, W2 1DP, United Kingdom
UAB SDI (Gedimino) LT	Vilniaus m. sav. , Vilniaus m. S, Seimyniskiu g. 3/, Lithuania
UAB Sportland	Seimyniskiu g. 3, Vilnius, LT-09312, Lithuania
UAB Sportsdirect.com	Seimyniskiu g.3, Vilnius, LT-09312, Lithuania
Uggbugg Fashion Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Universal Cycles Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
USA Pro IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
USC IP Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
USFRS Estates (Holdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Van Mildert (Lifestyle) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Voodoo Dolls Brand Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Wareshop2 Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Wareshop3 Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Warrnambool	HEATON HOUSE , IDA BUSINESS PARK, WHITESTOWN, TALLAGHT, DUBLIN 24, Ireland
Waterline Angling Products Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

Westminster Manufacturing LLC	
WHCO Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Wholesale Bicycles (EU) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Wholesale Bicycles (UKROW) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Wigan Robin Park RP (Freeholdco) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
WIT Invest (Invest Co) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Woodlandslove (Invest Co) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Woodlandslove Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
XCM (Invest Co) Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Yeomans Outdoors Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Zaparoh Sp. z.o.o	ul. Żernicka 22, Robakowo, 62-023, Gądko, Poland
Zee & Co Group Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Zee & Co Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom
Zee & Co Online Limited	Unit A, Brook Park East, Shirebrook, NG20 8RY, United Kingdom

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**Annexure "B"**

This is Annexure "B" of 35 pages (including this page) referred to in the Form 604 (Notice of change of interests of substantial holder) dated 13 May 2025.

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**Signature**

print name Robert Palmer capacity Company Secretary, Frasers Group plc

sign here

DocuSigned by:  
*Robert Palmer*  
C02406B20B6C452...

date 13/05/2025

**Arnold Bloch Leibler**

Lawyers and Advisers

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## Subscription Agreement

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Accent Group Limited  
ACN 108 096 251

Frasers Group plc  
Company No. 06035106



**Arnold Bloch Leibler**

Level 21, 333 Collins Street  
Melbourne Victoria 3000 Australia

Level 24, Chifley Tower, 2 Chifley Square  
Sydney NSW 2000 Australia

Reference 021926842

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## Details

Date ..... 15 APRIL 2025

Parties **Accent Group Limited** ACN 108 096 251 of 2/64 Balmain Street, Richmond VIC 3121 (**Issuer**)

**Frasers Group plc** company number 06035106 of Unit A, Brook Park East, Shirebrook, NG20 8RY (**Subscriber**)

Background The Subscriber has agreed to subscribe for, and the Issuer has agreed to issue to the Subscriber, the Subscription Shares on the terms and conditions of this Agreement.

The parties agree as follows:

### 1 Definitions and interpretation

#### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

**Affiliate** means, in respect of an entity, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such other entity, including, but not limited to, parent or subsidiary corporations or entities.

**Agreed Escrow** means the imposition of escrow provisions by the Issuer under its performance rights plan in respect of performance rights which have been granted by the Issuer and disclosed to the Subscriber prior to the date of this Agreement.

**ASIC** means the Australian Securities and Investments Commission.

**Associate** has the meaning given in section 12 of the Corporations Act, and **Associates** has its corresponding meaning.

**ASX** means ASX Limited (ACN 008 624 691) and the financial market operated by ASX.

**ASX Listing Rules** means the official listing rules of ASX.

**Board** means the board of directors of the Issuer.

**Business Day** means a day which is not a Saturday, Sunday or a public or bank holiday in Melbourne, Australia.

**Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgement however arising and whether present or future, fixed or unascertained, actual or contingent.

<b>Cleanse</b>	means such actions by the Issuer as are necessary to enable the Subscriber (and any relevant Affiliate(s), if applicable) to carry out a sale or purchase of securities issued by the Issuer without being in breach of any applicable securities laws, regulations or principles in respect of insider dealing and market abuse solely as they relate to the relevant Inside Information.
<b>Cleansing Statement</b>	means a written notice by the Issuer to ASX pursuant to section 708A(5) of the Corporations Act meeting the requirements of section 708A(6) of the Corporations Act.
<b>Completion</b>	means the completion of the subscription and issue of the Subscription Shares in accordance with the terms of this Agreement.
<b>Completion Date</b>	means 12 May 2025, or any other date agreed by the Issuer and the Subscriber.
<b>Confidential Information</b>	has the meaning given in clause 7.1.
<b>Consequential Loss</b>	means any loss or damage which does not naturally or directly result in the ordinary course of events from the breach, action or inaction in question.
<b>Constitution</b>	means the constitution of the Issuer.
<b>Control</b>	means, with respect to any person (other than an individual), the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person whether through the ownership of voting securities, by agreement or otherwise, and <b>Controlled</b> has its corresponding meaning.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth).
<b>Cost</b>	has the meaning given in clause 9.6.
<b>Defaulting Party</b>	has the meaning given in clause 3.6.
<b>Director</b>	means a director of the Issuer.
<b>Encumbrance</b>	means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, Claim, covenant, profit a prendre, easement or any other security arrangement or any other arrangement having the same effect.
<b>Escrow Amount</b>	means the Relevant Interest (expressed as percentage) arising from the Agreed Escrow.
<b>Equity Security</b>	has the meaning given to that term in the ASX Listing Rules.
<b>Forecasts</b>	means any financial or operational forecasts, projections, estimates, budgets, business plans, opinions as to future performance or other forward looking statements relating to the financial or operational prospects of the Group or any part of it provided to the Subscriber by or on behalf of the Issuer.

<b>Governmental Agency</b>	means any: (a) government or governmental, semi-governmental or judicial entity or authority; or (b) minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government.  It also includes any regulatory organisation established under statute or any stock exchange.
<b>Group</b>	means the Issuer and each of its Subsidiaries.
<b>Group Member</b>	means any member of the Group.
<b>GST Act</b>	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>GST Amount</b>	has the meaning given in clause 9.2.
<b>GST Law</b>	has the meaning given in section 195-1 of the GST Act.
<b>Immediately Available Funds</b>	means cash, bank cheque or telegraphic or other electronic means of cleared funds.
<b>Inside Information</b>	has the meaning set out in section 1042A of the Corporations Act.
<b>Issuer's Warranties</b>	means the Issuer's representations and warranties set out in clause 5.1.
<b>MySale</b>	MySale Group Limited, a company incorporated in Jersey (registered number 115584), whose registered office is at 3rd Floor, 44 Esplanade, St. Helier, JE4 9WG, Jersey.
<b>MySale Acquisition Agreement</b>	means the asset purchase agreement between the Issuer and certain subsidiary companies of the Subscriber entered into on or about the date of this Agreement.
<b>Nominee Director</b>	has the meaning given to that term in clause 4.2(a).
<b>Notice</b>	has the meaning given in clause 10.1.
<b>Notifying Party</b>	has the meaning given in clause 3.6.
<b>Recipient</b>	has the meaning given in clause 9.2.
<b>Relevant Document</b>	has the meaning given in clause 10.14.
<b>Relevant Interest</b>	has the meaning given in the Corporations Act.
<b>Retail Agreement</b>	means the retail agreement entered into by SportsDirect.com Retail Limited (company no. 03406347), USC IP Limited (company no. 06836808), International Brand Management Limited (company no. 05142123), Pivot Store Pty Ltd (ACN 634 893 691) and the Issuer on or about the date of this Agreement.
<b>Second Nominee Director</b>	has the meaning given to that term in clause 4.2(b).

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<b>Shares</b>	means ordinary shares in the capital of the Issuer.
<b>Signing Date</b>	means the date on which this Agreement is executed by both parties.
<b>Standstill Limit</b>	means the greater of: (a) 26%; or (b) such percentage Relevant Interest held by the Subscriber which arises due to actions taken under, or the application of, clause 4.1(b), in each case, <i>plus</i> the Escrow Amount.
<b>Subscriber Transaction</b>	means: (a) a takeover offer under Chapter 6 of the Corporations Act for all of the issued ordinary shares of the Issuer made by the Subscriber or an Affiliate of the Subscriber; or (b) a scheme of arrangement under Part 5.1 of the Corporations Act with the Issuer's shareholders whereby the Subscriber or one of its Affiliates would acquire all of the issued ordinary shares in the Issuer; or (c) any other transaction made by the Subscriber or one of its Affiliates which would have the result on implementation of providing the Subscriber (or its Affiliate) with all of the issued ordinary shares in the Issuer.
<b>Subscription Amount</b>	means the amount equal to the Subscription Price multiplied by the number of Subscription Shares.
<b>Subscription Price</b>	means \$1.718.
<b>Subscription Shares</b>	means 35,186,695 Shares (being such number of Shares as is equal to 5.85% of the total issued Shares of the Issuer immediately after Completion (on an undiluted basis)).
<b>Subsidiary</b>	has the meaning given in the Corporations Act.
<b>Supplier</b>	has the meaning given in clause 9.2.
<b>Third Party</b>	means a person other than the Subscriber or an Affiliate of the Subscriber.
<b>Third Party Transaction</b>	means: (a) a takeover offer under Chapter 6 of the Corporations Act for Shares made by a Third Party; (b) a scheme of arrangement under Part 5.1 of the Corporations Act with the Issuer's shareholders whereby a Third Party would acquire Shares; or (c) any other transaction made, announced or proposed by a Third Party which would have the result on implementation of providing the Third Party with Control in respect of the Issuer.
<b>Transaction Documents</b>	means: (a) this Agreement;

- 
- (b) the Retail Agreement; and
  - (c) the MySale Acquisition Agreement.
- 

**Voting Power** has the meaning given in the Corporations Act.

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## 1.2 Words and expressions

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Agreement;
- (e) a reference to this Agreement includes any schedules or annexures;
- (f) headings are for convenience and do not affect interpretation;
- (g) the background or recitals to this Agreement are adopted as and form part of this Agreement;
- (h) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (i) a reference to "\$", "A\$" or "dollar" is a reference to Australian currency;
- (j) a reference to a time is a reference to Melbourne, Australia time;
- (k) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (l) a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;
- (m) words and expressions denoting natural persons include bodies corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (n) a reference to any legislation or to any provision of any legislation includes:
  - (i) any modification or re enactment of the legislation;
  - (ii) any legislative provision substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
  - (iii) where relevant, corresponding legislation in any Australian State or Territory;

- (o) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it; and
- (p) the words "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation.

### 1.3 Other rules of interpretation

In this Agreement, unless expressly provided otherwise:

- (a) **(method of payment)** any payment of money by one party to another will be made in Australian currency by bank cheque or by credit of cleared funds to a bank account specified by the recipient;
- (b) **(consents and approvals)** if the doing of any act, matter or thing requires the consent, approval or agreement of any party, that consent, approval or agreement may be given conditionally or unconditionally or withheld in that party's absolute discretion;
- (c) **(Business Days)** if:
  - (i) the day on or by which any act, matter or thing is to be done is a day other than a Business Day, the act, matter or thing will be done on the next Business Day; and
  - (ii) any money falls due for payment on a date other than a Business Day, that money will be paid on the next Business Day (without interest or any other amount being payable in respect of the intervening period);
- (d) **(inconsistency within document)** if a clause of this Agreement is inconsistent with a schedule or annexure of this Agreement, the clause prevails to the extent of the inconsistency; and
- (e) **(reasonable or best endeavours)** an obligation on a party to use its best endeavours or reasonable endeavours does not oblige that party to pay money:
  - (i) in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including advisers' costs, to procure the relevant thing); or
  - (ii) in circumstances that are commercially onerous or unreasonable in the context of this Agreement,

or to provide other valuable consideration to or for the benefit of any person or to agree to commercially onerous or unreasonable conditions.

## 2 Subscription Shares

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### 2.1 Subscription

The Subscriber will subscribe for, and the Issuer will issue to the Subscriber, the Subscription Shares on the Completion Date for the Subscription Price.

## 2.2 Agreement to serve as application

This Agreement serves as an application by the Subscriber for the allotment of the Subscription Shares on the Completion Date and accordingly it will not be necessary for the Subscriber to provide a separate (additional) application for the Subscription Shares on or prior to the Completion Date. The Subscriber consents to become a member of the Issuer and agrees to be bound by the Constitution upon the issue of the Subscription Shares.

## 2.3 Rights attaching to Subscription Shares

The Subscription Shares will be issued by the Issuer fully paid and free of all security interests, be freely transferable on ASX, and rank equally in all respects with the existing Shares of the Issuer on issue when the Subscription Shares are issued (including as to voting rights, entitlement to dividends and upon a winding-up).

## 2.4 Notification to ASX of proposed issue of Subscription Shares

On the date of this Agreement, the Issuer will lodge with the ASX an Appendix 3B in relation to the proposed issue of the Subscription Shares under this Agreement in accordance with ASX Listing Rule 3.10.

# 3 Completion

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## 3.1 Time and place

Completion will take place electronically commencing at 8.00 am on the Completion Date, or such other time and place as agreed between the Issuer and the Subscriber.

## 3.2 Obligations of the Issuer before Completion

Before Completion, the Issuer must ensure that a duly convened meeting of the Board is held, or a written resolution of the Board is passed, approving:

- (a) the issue of the Subscription Shares to the Subscriber with effect as and from Completion; and
- (b) the registration of the Subscriber as the holder of the Subscription Shares in its register of members.

## 3.3 Obligations of the Issuer on Completion

On Completion, the Issuer must:

- (a) **(issue Subscription Shares)** issue the Subscription Shares to the Subscriber;
- (b) **(forms and documents)** lodge with ASIC and ASX all appropriate forms and documents in connection with the issue of the Subscription Shares to the Subscriber, including an Appendix 2A; and
- (c) **(substantial holder notice)** execute and lodge with ASX in accordance with all applicable laws the relevant substantial holding notice in respect of the Issuer's

Relevant Interest in the Subscription Shares arising under this Agreement or otherwise.

### 3.4 Obligations of the Subscriber on Completion

On Completion, the Subscriber must:

- (a) (**Subscription Amount**) pay, or cause to be paid, the Subscription Amount in Australian dollars in Immediately Available Funds to the Issuer's account, such account to be notified by the Issuer to the Subscriber on or about the date of this Agreement; and
- (b) (**substantial holder notice**) execute and lodge with ASX in accordance with all applicable laws the relevant substantial holding notice in respect of the Subscriber's Relevant Interest in the Issuer's Shares arising under this Agreement or otherwise.

### 3.5 Obligations of the Issuer following Completion

The Issuer must:

- (a) (**Cleansing Statement or prospectus**) as soon as practicable after Completion and in any event within 5 Business Days after the Completion Date:
  - (i) issue a Cleansing Statement in respect of the Subscription Shares; or
  - (ii) execute and lodge with ASIC and ASX in accordance with all applicable laws, a prospectus in accordance with Chapter 6D of the Corporations Act in respect of the Subscription Shares,so that the Subscription Shares are freely and immediately tradeable on the ASX; and
- (b) (**deliver holding statement**) within two Business Days after the Completion Date, deliver to the Subscriber a holding statement from the Issuer's share registry confirming that the name (and relevant details) of the Subscriber has been entered onto the Issuer's Share register as the holder of the Subscription Shares.

### 3.6 Notice to complete

- (a) If a party (**Defaulting Party**) fails to satisfy its obligations under this clause 3 on the day and at the place and time for Completion determined under clause 3.1 then the other party (**Notifying Party**) may give the Defaulting Party a notice requiring the Defaulting Party to satisfy those obligations within a period of 2 Business Day from the date of the notice and declaring time to be of the essence.
- (b) If the Defaulting Party fails to satisfy those obligations within those 2 Business Days the Notifying Party may, without limiting any other rights it may have, terminate this Agreement by giving written notice to the Defaulting Party and on termination of this Agreement, clauses 6.1 to 6.5 apply.

### 3.7 Simultaneous actions

- (a) In respect of Completion and the Completion Date:

- (i) the obligations of the parties under this Agreement are interdependent; and
- (ii) unless otherwise stated, all actions required to be performed by a party on the Completion Date or Completion are taken to have occurred simultaneously on the Completion Date.
- (b) If one action does not take place on the Completion Date, then without prejudice to any rights available to the innocent party as a consequence:
- (i) there is no obligation on the innocent party to undertake or perform the other actions;
- (ii) to the extent that such actions have already been undertaken, at the election of the innocent party the parties must do everything reasonably required to reverse those actions; and
- (iii) each party must return to the other all documents delivered to it under this clause 3 and must repay any payments received by it under this clause 3.
- (c) The parties acknowledge and agree that this clause 3.7 does not entitle a party which fails to comply with its Completion Date obligations to avoid Completion and the Issuer and the Subscriber acknowledge and agree that each must use its best endeavours to ensure Completion occurs.

## 4 Standstill and other rights

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### 4.1 Standstill

- (a) Subject to Completion occurring and clauses 4.1(b) and 4.1(e), the Subscriber agrees that it will not, and must procure that its Affiliates do not, for a period of 3 years from the Completion Date, do any of the following if it would increase the Subscriber's Voting Power in the Issuer to more than the Standstill Limit:
- (i) acquire, agree to acquire or make an invitation, offer or proposal to acquire:
- (A) any Relevant Interest in the Issuer;
- (B) any rights or interests in relation to any Equity Securities (including direct and indirect interests, options and warrants or other legal or beneficial interests) in the Issuer; or
- (C) any interest which would have the economic effect of being substantially equivalent to acquiring, holding or disposing of any interest described in clauses 4.1(a)(i)(A) or 4.1(a)(i)(B) (including any cash-settled equity swap or contract for difference or other derivatives);
- (ii) solicit, enter into negotiations or discussions with, arrange or agree with or become an Associate of, a Third Party in respect of any matters referred to in clause 4.1(a)(i);

- (iii) solicit proxies, voting agreements, support agreements or other pre-bid understandings of any sort from securityholders of the Issuer or otherwise seek to influence or control the Board, management or policies of the Issuer through such other securityholders of the Issuer;
- (iv) announce, publicise or promote an intention to do any of the things referred to in clauses 4.1(a)(i), 4.1(a)(ii) or 4.1(a)(iii); and/or
- (v) aid, abet, procure or induce any other person to do any of the things referred to in clauses 4.1(a)(i), 4.1(a)(ii), 4.1(a)(iii) or 4.1(a)(iv).
- (b) The prohibitions in clause 4.1(a):
- (i) do not apply if:
- (A) the Subscriber undertakes a Subscriber Transaction, in relation to that Subscriber Transaction;
- (B) the Subscriber's Voting Power increases above the Standstill Limit due to a buy-back, cancellation or other capital management initiative undertaken by the Issuer which reduces the number of Shares on issue, provided that any subsequent increase in the Subscriber's Voting Power will remain subject to clause 4.1(a);
- (C) the Subscriber's Voting Power increases above the Standstill Limit in connection with an issue by the Issuer of securities in accordance with item 10 of section 611 of the Corporations Act, provided that any subsequent increase in the Subscriber's Voting Power will remain subject to clause 4.1(a);
- (D) the acquisition occurs in accordance with item 7 of section 611 of the Corporations Act where the relevant resolution has been recommended by at least a majority of the directors of the Issuer who are entitled to vote on the matter in accordance with all applicable laws; or
- (E) otherwise agreed by the Issuer in writing (in its absolute discretion); and
- (ii) terminate with immediate effect if:
- (A) a Third Party Transaction is publicly announced, provided that neither the Subscriber nor its Affiliates has, prior to the announcement, solicited, entered into negotiations or discussions with, arranged or agreed with or become an Associate of, the relevant Third Party in respect of the Third Party Transaction;
- (B) (i) the Retail Agreement is terminated; (ii) the Retailer (as defined in the Retail Agreement) serves notice to terminate the Retail Agreement pursuant to clause 24.5 (*Key Brand Withdrawal*) and/or clause 24.6 (*Loss Making*); or (iii) the Brand Owners (as defined in the Retail Agreement) have the right to terminate the Retail Agreement (whether or not exercised) for:

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- (1) Critical Failure (as defined in the Retail Agreement) pursuant to paragraph 8 of Schedule 7 of the Retail Agreement;
  - (2) material breach of the obligation to achieve store roll-out targets pursuant to clauses 9 and 24.1.2 of the Retail Agreement;
  - (3) material breach of the obligation to achieve annual retail sales targets pursuant to clause 24.1.2 and paragraph 3.1 of Schedule 7 of the Retail Agreement; or
  - (4) failure to pay any amount due under the Retail Agreement lasting for at least 30 days from notification pursuant to clause 24.1.1 of the Retail Agreement;
- (C) the Issuer acquires a Relevant Interest in its own Shares other than through the Agreed Escrow or Shares held by the Subscriber (or its Affiliates and/or Associates); or
- (D) the Issuer issues any securities (otherwise than on a pro rata basis to securityholders or securities issued under or from securities issued under the Issuer's employee incentive plan or from the conversion or exercise of securities existing as at the date of this Agreement) over, or issues any instrument carrying rights of conversion into, any shares or equity securities representing 5% or more of the total issued Shares of the Issuer (on an undiluted basis) (or such other step as has an equivalent dilutive effect on the Subscriber's shareholding in the Issuer) in any 12-month period following the Completion Date, either (i) without the prior consent of the Subscriber or (ii) in circumstances where the Issuer has not obtained shareholder approval to enable the Subscriber to participate in the allotment or issue and at least maintain its Voting Power as existed immediately prior to the allotment or issue.
- (c) Subject to Completion occurring and clauses 4.1(d) and 4.1(e), the Subscriber agrees that it will not, and must procure that its Affiliates, do not, for a period of 3 years from the Completion Date, do any of the following:
- (i) requisition a general meeting of the Issuer or propose a resolution to be voted upon at a general meeting of the Issuer to appoint or remove a Director to or from the Board (other than the Nominee Director in accordance with clause 4.2(a) or in respect of a Second Nominee Director in accordance with clause 4.2(b)), unless the relevant resolution is agreed by the Issuer and recommended by at least a majority of the directors of the Issuer who are entitled to vote on the matter in accordance with all applicable laws (and that recommendation has not been withdrawn or adversely changed);
  - (ii) solicit, enter into negotiations or discussions with, arrange or agree with or become an Associate of a Third Party in respect of any matter referred to in clause 4.1(c)(i);
  - (iii) solicit proxies, voting agreements, support agreements or other understandings of any sort from securityholders of the Issuer in respect of any matter referred to in clause 4.1(c)(i);

- (iv) announce, publicise or promote an intention to do any of the things referred to in clauses 4.1(c)(i), 4.1(c)(ii) or 4.1(c)(iii); and/or
- (v) aid, abet, procure or induce any other person to do any of the things referred to in clauses 4.1(c)(i), 4.1(c)(ii), 4.1(c)(iii) or 4.1(c)(iv).
- (d) The prohibitions in clause 4.1(c):
- (i) do not apply if:
- (A) the Subscriber undertakes a Subscriber Transaction; or
- (B) otherwise agreed by the Issuer in writing (in its absolute discretion); and
- (ii) terminate with immediate effect if:
- (A) a Third Party Transaction is publicly announced, provided that neither the Subscriber nor its Affiliates has, prior to the announcement, solicited, entered into negotiations or discussions with, arranged or agreed with or become an Associate of, the relevant Third Party in respect of the Third Party Transaction;
- (B) (i) the Retail Agreement is terminated; (ii) the Retailer (as defined in the Retail Agreement) serves notice to terminate the Retail Agreement pursuant to clause 24.5 (*Key Brand Withdrawal*) and/or clause 24.6 (*Loss Making*); or (iii) the Brand Owners (as defined in the Retail Agreement) have the right to terminate the Retail Agreement (whether or not exercised) for:
- (1) Critical Failure (as defined in the Retail Agreement) pursuant to paragraph 8 of Schedule 7 of the Retail Agreement;
- (2) material breach of the obligation to achieve store roll-out targets pursuant to clauses 9 and 24.1.2 of the Retail Agreement;
- (3) material breach of the obligation to achieve annual retail sales targets pursuant to clause 24.1.2 and paragraph 3.1 of Schedule 7 of the Retail Agreement; or
- (4) failure to pay any amount due under the Retail Agreement lasting for at least 30 days from notification pursuant to clause 24.1.1 of the Retail Agreement;
- (C) the Issuer acquires a Relevant Interest in its own Shares other than through the Agreed Escrow or Shares held by the Subscriber (or its Affiliates and/or Associates); or
- (D) the Issuer issues any securities (otherwise than on a pro rata basis to securityholders or securities issued under or from securities issued under the Issuer's employee incentive plan or from the conversion or exercise of securities existing as at the date of this Agreement) over, or issues any instrument carrying rights of conversion into, any shares or equity securities

representing 5% or more of the total issued Shares of the Issuer (on an undiluted basis) (or such other step as has an equivalent dilutive effect on the Subscriber's shareholding in the Issuer) in any 12-month period following the Completion Date, either (i) without the prior consent of the Subscriber or (ii) in circumstances where the Issuer has not obtained shareholder approval to enable the Subscriber to participate in the allotment or issue and at least maintain its Voting Power as existed immediately prior to the allotment or issue.

- (e) Notwithstanding any other term of this Agreement, clauses 4.1(a) to 4.1(d) (each inclusive) are at all times limited, and may be waived (in part or in full) by the Issuer (in its absolute discretion), to the extent necessary to ensure that the Issuer complies at all times with all applicable laws, including for the purposes of section 606 of the Corporations Act.
- (f) Subject to Completion occurring, the Issuer agrees that it will not, for a period of 3 years from the Completion Date, acquire a Relevant Interest in its own Shares other than through the Agreed Escrow or through Shares held by the Subscriber (or its Affiliates and/or Associates).
- (g) Subject to Completion occurring, if the Issuer issues any Shares (or such other step as has an equivalent dilutive effect on the Subscriber's shareholding in the Issuer) which results in the Subscriber's shareholding in the Issuer being diluted below 19% of the total issued Shares of the Issuer (on an undiluted basis), the Subscriber shall, notwithstanding clause 4.1(a) (but subject to clause 4.1(c)), be entitled to take any action as it deems necessary to increase its Voting Power to the same amount that existed immediately prior to the relevant securities issue. Nothing in this clause 4.1(g) requires the Issuer to issue any Shares or other securities to the Subscriber.

## 4.2 Board right

- (a) Subject to clause 4.2(c), from Completion and while the Subscriber has a Relevant Interest in at least 15% of the total Shares on issue in the Issuer (excluding any Relevant Interest arising from the Agreed Escrow), the Subscriber is entitled to have a nominee of the Subscriber appointed as a Director (the **Nominee Director**). The Nominee Director must be either David Forsey or such other person appointed under clause 4.2(f). As at the date of this Agreement, the Nominee Director is David Forsey.
- (b) If at any time following the Completion Date, the Subscriber:
  - (i) has a Relevant Interest in at least 26% of the total Shares on issue in the Issuer (excluding any Relevant Interest arising from the Agreed Escrow);
  - (ii) has requested in writing that the Issuer considers granting the Subscriber the entitlement to appoint a second nominee as a Director (in addition to the Subscriber's Nominee Director under clause 4.2(a)); and
  - (iii) despite the Subscriber engaging in good faith with the Issuer, the Issuer has not agreed to this request,

the Subscriber may requisition a general meeting of the Issuer or propose a resolution to be voted upon at a general meeting of the Issuer in respect of the

appointment of a second nominee of the Subscriber as a Director (the **Second Nominee Director**).

- (c) If:
- (i) at any time following the Completion Date, the Subscriber ceases to have a Relevant Interest in at least 15% of the total Shares (excluding any Relevant Interest arising from the Agreed Escrow) and such continues for at least 3 months; or
  - (ii) in the three years following the Completion Date, the Subscriber (or any of its Affiliates) vote against any resolution at any shareholder meeting of the Issuer to appoint or remove a Director to or from the Board (other than a Nominee Director or Second Nominee Director) that is recommended by at least a majority of the directors of the Issuer who are entitled to vote on the matter in accordance with all applicable laws (and that recommendation has not been withdrawn or adversely changed),

the Subscriber must promptly procure the resignation or removal of the Nominee Director as a Director.

- (d) If:
- (i) at any time following the Completion Date, the Subscriber ceases to have a Relevant Interest in at least 26% of the total Shares (excluding any Relevant Interest arising from the Agreed Escrow) and such continues for at least 3 months; or
  - (ii) in the three years following the Completion Date, the Subscriber (or any of its Affiliates) vote against any resolution at any shareholder meeting of the Issuer to appoint or remove a Director to or from the Board (other than a Nominee Director or Second Nominee Director) that is recommended by at least a majority of the directors of the Issuer who are entitled to vote on the matter in accordance with all applicable laws (and that recommendation has not been withdrawn or adversely changed),

the Subscriber must promptly procure the resignation or removal of the Second Nominee Director as a Director.

- (e) Any future request by the Subscriber to have a Nominee Director appointed as a Director under clause 4.2(a) must be made by written notice to the Board and must be accompanied by a consent to act as a director signed by the Nominee Director. No such request, notice or consent shall be required in respect of David Forsey's pre-existing appointment as a Director as at the date of this Agreement.
- (f) On receipt of the request in accordance with clause 4.2(e), the Board must approve the appointment of the Nominee Director as soon as reasonably practicable, unless the Board, acting reasonably, determines that it is not appropriate to appoint the Nominee Director, in which case it must promptly advise the Subscriber of that determination. For the avoidance of doubt, the identity of the Nominee Director must (save in respect of David Forsey's existing appointment) be approved by the Board (acting reasonably), and the Subscriber will discuss and consult on the identity of the Nominee Director with the Board.
- (g) The Subscriber acknowledges and agrees that any Nominee Director and any Second Nominee Director (if applicable):

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- (i) will be subject to the constitution of the Issuer, Australian law (including the Corporations Act) and the ASX Listing Rules, including subject to re-election as required by the ASX Listing Rules or the Constitution;
- (ii) shall have the appropriate commercial and professional experience to fulfil the role and that such person otherwise satisfies any ASX Listing Rule and Corporations Act requirements; and
- (iii) must adhere to any protocols or other reasonable requirements of the Issuer and/or the Board (including as to conflicts of interest and any securities trading policy), and in particular, it is agreed that the Nominee Director and any Second Nominee Director (if applicable):
- (A) for completeness, must not share any confidential information or Inside Information in respect of the Issuer with the Subscriber (or any of its Affiliates), unless the Board determine otherwise (in their absolute discretion); and
- (B) will not be entitled to be present at and/or participate in any Board deliberations or discussions in the event of a conflict of interest or have access to any Board papers or minutes in connection with the relevant matter, unless the Issuer's non-conflicted directors determine otherwise (in their absolute discretion).
- (h) The parties acknowledge and agree that, notwithstanding that David Forsey was appointed as a Director prior to the Signing Date, David Forsey's appointment as a Director occurs under and in accordance with this clause 4.2 and will be subject to this clause 4.2.

## 5 Representations and Warranties

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### 5.1 Representations and Warranties by the Issuer

Subject to clause 5.3, the Issuer represents and warrants to the Subscriber that each of the following statements is true, accurate and not misleading as at each of the Signing Date and the Completion Date:

- (a) **(status)** It is a body corporate validly existing under the laws of its place of incorporation or establishment.
- (b) **(corporate power)** It has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement.
- (c) **(corporate action)** It has taken all necessary corporate action to authorise the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement.
- (d) **(binding obligation)** This Agreement is its valid and binding obligation.
- (e) **(no contravention)** Neither the entry into nor performance by it of this Agreement nor any transaction contemplated under this Agreement violates in any material respect any provision of any judgment binding on any Group Member, the Group's

constituent documents, any law or any document, agreement or other arrangement binding on the Group or the Group's assets.

- (f) **(winding up)** On or prior to the Completion Date, the Issuer will not:
- (i) cease to be solvent or able to pay its debts as and when they fall due;
  - (ii) pass any resolution that it be wound up;
  - (iii) enter into any scheme or composition with or for the benefit of its creditors;
  - (iv) have a receiver or manager appointed to the whole or any part of its assets or undertakings;
  - (v) permit any breach or default whereby it is liable to be wound up; or
  - (vi) have an administrator appointed to it.
- (g) **(listing)** The Issuer will not cease to be admitted to the official list of the ASX.
- (h) **(Subscription Shares)**
- (i) the Subscription Shares will be validly issued;
  - (ii) the Subscription Shares will be equal to 5.85% of the total issued Shares of the Issuer immediately after Completion (on an undiluted basis);
  - (iii) the Subscription Shares will rank equally in all respects with the existing ordinary shares of the Issuer on issue;
  - (iv) the Subscription Shares will have the rights set out in the Constitution;
  - (v) the issue of the Subscription Shares will not breach ASX Listing Rule 7.1 or any other ASX Listing Rule;
  - (vi) the Issuer has the ability to issue the Subscription Shares free from all Encumbrances (other than those in the Constitution), and the Subscriber will receive good, valid and incontestable title to the Subscription Shares free from any Encumbrance (other than those in the Constitution); and
  - (vii) the Subscription Shares will have no restriction on their issue or transfer.
- (i) **(disclosure compliance)** It has complied with its continuous disclosure obligations under the Corporations Act and ASX Listing Rule 3.1, and there is no information to which ASX Listing Rules 3.1A, 3.1A2 or 3.1A3 apply other than that disclosed in or with the Cleansing Statement or prospectus required pursuant to clause 3.5(a).
- (j) **(disclosure to Subscriber)** The Issuer has not disclosed any information to the Subscriber regarding itself, its financial position and its prospects which:
- (i) is required to be disclosed in order for the Company to comply with its continuous disclosure obligations under the Corporations Act and ASX Listing Rule 3.1;
  - (ii) has been withheld from disclosure under the operation of ASX Listing Rules 3.1A, 3.1A2 or 3.1A3; and

- (iii) will not be disclosed under or with the Cleansing Statement or prospectus required pursuant to clause 3.5(a).
- (k) **(capitalisation)** As at the Signing Date, the Issuer's Appendix 2A dated and released to the ASX on 2 September 2024 accurately describes the number and type of securities on issue by the Issuer.
- (l) **(issue of other securities)** Other than as contemplated by this Agreement, it is not obliged to issue or allot any Shares or other securities of the Issuer, and the Issuer has not granted any person the right to call for the issuance or allotment of any Shares or other securities of the Issuer other than as announced to ASX or proposed in any notice of meeting of the Issuer.
- (m) **(on-sale)** After the issue of a Cleansing Statement or prospectus required pursuant to clause 3.5(a), there are no escrow or other provisions restricting the on-sale of all or any of the Subscription Shares by the Subscriber and, if the Cleansing Statement applies, the Subscriber will be able to rely on section 708A(5) of the Corporations Act.
- (n) **(foreign investor)** The Subscription Shares may lawfully be offered and issued to the Subscriber in compliance with all laws or regulations in the jurisdiction in which the Subscriber is resident without any disclosure, lodgement, registration or other formality.
- (o) **(relevant interest)** The Issuer has no Relevant Interest in its own Shares, other than any Relevant Interest in its own Shares arising under this Agreement.

The representations and warranties by the Issuer in this clause 5.1 are continuing obligations of the Issuer and survive the issue of the Subscription Shares and do not merge on the Completion Date.

## 5.2 Representations and Warranties by the Subscriber

The Subscriber represents and warrants to the Issuer that each of the following statements is true, accurate and not misleading as at each of the Signing Date and the Completion Date:

- (a) **(status)** It is a body corporate validly existing under the laws of its place of incorporation or establishment.
- (b) **(corporate power)** It has the corporate power to enter into and perform its obligations under this Agreement and no authorisation, registration or qualification of or with any Governmental Agency or any other person is required for it to carry out the transactions contemplated by this Agreement.
- (c) **(corporate action)** It has taken all necessary corporate action to authorise the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement.
- (d) **(binding obligation)** This Agreement is its valid and binding obligation.
- (e) **(no contravention)** Neither the entry into nor performance by it of this Agreement nor any transaction contemplated under this Agreement violates in any material respect any provision of any judgment binding on it, its constituent documents, any law or any document, agreement or other arrangement binding on it or its assets.

- (f) (**winding up**) On or prior to the Completion Date, the Subscriber will not:
- (i) cease to be solvent or able to pay its debts as and when they fall due;
  - (ii) pass any resolution that it be wound up;
  - (iii) enter into any scheme or composition with or for the benefit of its creditors;
  - (iv) have a receiver or manager appointed to the whole or any part of its assets or undertakings;
  - (v) permit any breach or default whereby it is liable to be wound up; or
  - (vi) have an administrator appointed to it.
- (g) (**relevant interest**) The Subscriber and its Related Bodies Corporate have a Relevant Interest in 82,477,463 Shares of the Issuer.
- (h) (**qualified investor**) The Subscriber is:
- (i) a “qualified investor” within the meaning of Article 2(e) of the UK Prospectus Regulation; and
  - (ii) within the categories of persons referred to in Article 19(5) (investment professionals) or Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended.
- (i) (**access to information**) The Subscriber confirms that it:
- (i) is knowledgeable in relation to the business of the Issuer and capable of evaluating the merits and risks of an investment in the Subscription Shares; and
  - (ii) has been afforded access to information about the Subscription Shares and the Issuer, including documents that it has lodged with ASX.

### 5.3 Qualifications and limitations on Claims

- (a) (**Limitations**) The ability of the Subscriber to bring a Claim against the Issuer is limited by the following:
- (i) The Issuer is not liable under a Claim for any loss to the extent that the Subscriber is actually compensated (in full or in part) for such loss by any other means, from another source whether by way of contract, indemnity or otherwise (including under a policy of insurance or from a Governmental Agency).
  - (ii) If, after the Issuer has made a payment in respect of a Claim, the Subscriber recovers or is compensated for by any other means, any loss that gave rise to the Claim, the Subscriber must as soon as practicable pay to the Issuer as an increase in the Subscription Amount, the amount of the loss (net of the costs of recovery) that was recovered or compensated for.

- (iii) The Issuer is not liable under a Claim for breach of Issuer's Warranties if the Subscriber does not notify the Issuer in writing of the Claim:
  - (A) by the date that is 30 days after the publication of the Issuer's financial statements in respect of the financial year ending 30 June 2027; and
  - (B) within 6 months (or such longer period as may be agreed) of the date the Subscriber notifies the Issuer of the relevant Claim:
    - (1) the Claim has not been agreed, compromised or settled; and
    - (2) the Subscriber has not properly issued and validly served upon the Issuer legal proceedings against the Issuer in respect of the Claim.
- (iv) The maximum aggregate liability of the Issuer arising from or in respect of any and all Claims whenever made under or in connection with this Agreement is limited to the Subscription Amount.
- (v) The Issuer is not liable under a Claim for any loss to the extent that it arises from:
  - (A) the enactment or amendment of any law, the ASX Listing Rules or the rules of a recognised stock or securities exchange;
  - (B) a change in the judicial or administrative interpretation of any law;
  - (C) a change in, or the withdrawal of, the practice or policy of any Governmental Agency; or
  - (D) any change in accounting standards,

that has not been announced or implemented prior to the Signing Date, including enactments, amendments and changes that have a retrospective effect.
- (vi) To the extent that the Subscriber makes a Claim for loss arising from legal costs, the Issuer is only liable under that Claim for such amount of the legal costs that are reasonable.

(b) **(Sole remedy)** It is the intention of the parties that the Subscriber's sole remedies under or in connection with this Agreement will be as set out in this Agreement and the Issuer does not have any liability to the Subscriber:

- (i) under in connection with the matters the subject of this Agreement; or
- (ii) resulting from or implied by conduct made in the course of communications or negotiations in respect of the matters the subject of this Agreement,

under a Claim unless the Claim may be made under the terms of this Agreement or arises out of a statutory right or other claim that cannot be excluded by contract. For the avoidance of doubt, this clause does not apply to any other Transaction Document.

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- (c) **(Indirect or consequential loss excluded)** To the maximum extent permitted by law, neither party is liable for or with respect to any Consequential Loss under or in connection with this Agreement.
- (d) **(Fraud)** Notwithstanding anything to the contrary in this Agreement, nothing in this clause 5.3 shall limit the Subscriber's right to:
- (i) seek any remedy on account of any fraudulent misconduct (including tax evasion); or
  - (ii) bring any Claim or seek any remedy in connection with any breach by the Issuer of its representations, warranties or confirmations as set forth in this Agreement on account of any fraudulent misconduct.
- (e) **(Acknowledgement)** The Subscriber acknowledges and agrees that:
- (i) **(Warranties are the only warranties)**
    - (A) the only representations and warranties on which the Subscriber has relied upon in entering into this Agreement and undertaking the transactions contemplated by this Agreement are the Issuer's Warranties; and
    - (B) to the extent permitted by law, all representations, warranties, terms and conditions made or given by the Issuer, any Group Member or any of their respective officers, employees, agents and advisers (whether express, implied, written, oral, collateral, statutory or otherwise) other than the Issuer's Warranties are expressly excluded;
  - (ii) **(risks of industry)** it has such knowledge and experience in the financial and business matters that it is capable of evaluating the merits and risks (including for tax, legal, regulatory, accounting and other financial purposes) of its prospective investment in the Issuer for itself, including that it understands the risks and uncertainties of the industry in which the Group operates and the general economic, regulatory and other risks that impact on or could impact on the industry; and
  - (iii) **(Forecasts)** in relation to any Forecasts:
    - (A) all such Forecasts were provided for information purposes only;
    - (B) there are uncertainties inherent in attempting to make the Forecasts and the Subscriber is familiar with these uncertainties;
    - (C) the Subscriber is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Forecasts;
    - (D) no warranty is given or representation made that any such Forecasts will be met or achieved;
    - (E) any Issuer's Warranties as to accuracy or completeness of disclosed information do not apply to such Forecasts; and
    - (F) the Issuer is not liable under any Claim arising out of or relating to any Forecast.

- (f) **(Subscription Price)**
- (i) Any payment made by the Issuer to the Subscriber in respect of any Claim will be in reduction of the Subscription Amount for tax purposes unless otherwise required by applicable laws.
  - (ii) Any payment made by Subscriber to the Issuer or a Group Member in respect of any Claim will be an increase in the Subscription Amount for tax purposes unless otherwise required by applicable laws.

## **6 Termination**

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### **6.1 Effect of termination**

Termination of this Agreement under clause 3.6 (or any other clause of this Agreement giving a party a right of termination) does not affect any accrued rights or remedies of either party.

### **6.2 Confidential Information**

On termination of this Agreement for any reason, each party must stop using Confidential Information of the other party and, at the other party's request, return or destroy the Confidential Information in accordance with clause 7.

### **6.3 Survival**

Clauses 5.3, 6, 7 (excluding clause 7.5), 8, 9 and 10 (and those provisions of clause 1 which go to the interpretation of those clauses) continue to apply after termination of this Agreement.

### **6.4 Rights not limited**

The right of termination under clause 3.6 (or any other clause of this Agreement giving a party a right of termination) is in addition to, and not limited by, any other rights and remedies of the terminating party against the other party.

### **6.5 No waiver of other rights and remedies**

If a party does not exercise its rights under clause 3.6 (or another clause of this Agreement giving a party a right of termination) its other rights and remedies against the other party will not be lost or limited in any way.

## **7 Confidentiality**

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### **7.1 Confidential Information**

Subject to clauses 7.2 and 7.3 each party shall treat as strictly confidential and shall not disclose to any other person or use any information (including written information and information transferred or obtained orally, visually, electronically or by any other means) received or obtained as a result of entering into or performing this Agreement which relates to:

- (a) the provisions of this Agreement;
  - (b) the negotiations and subject matter of this Agreement; and
  - (c) the other party,
- (collectively, **Confidential Information**).

## 7.2 Public announcements

Subject to clause 7.3, a party will not make any public announcements or statements in relation to this Agreement, the Transaction Documents or their subject matter, except in accordance with the prior written consent of the other party (which consent will not be unreasonably withheld or delayed).

## 7.3 Exceptions

Notwithstanding the other provisions of this clause 7, a party may disclose or use Confidential Information or make any other public announcements or statements which would otherwise be subject to clauses 7.1 and/or 7.2 if and to the extent:

- (a) the disclosure or use is required to be made by law, the ASX Listing Rules or the rules of any recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential has, before disclosure is made, notified the other party of the requirement to disclose;
- (b) the disclosure or use is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement;
- (c) Confidential Information is disclosed on a need to know and strictly confidential basis to a party's Affiliates and representatives (and their officers/employees), provided that such recipients agree to be bound by equivalent confidentiality restrictions;
- (d) Confidential Information was lawfully in its possession, without breach of any obligation owed to a party to this Agreement or in the possession of any of its Affiliates or representatives (in either case as evidenced by written records) free of any restriction as to its use or disclosure prior to it being so disclosed;
- (e) Confidential Information is or becomes in the public domain other than by breach of that party or any of its Affiliates or representatives;
- (f) that the other party has given prior written consent to the disclosure (which may be withheld at the absolute discretion of the other party);
- (g) Confidential Information is independently developed after Completion; or
- (h) the disclosure or use is required to enable that party to perform this Agreement or enforce its rights under this Agreement or otherwise vest the full benefit of this Agreement in that party,

and provided that, to the extent permitted by law, the ASX Listing Rules and/or the rules of a recognised stock or securities exchange and as is reasonably practicable in the circumstances, any Confidential Information to be disclosed in reliance on clauses 7.3(a) or 7.3(b) shall be disclosed only after consultation with the other party with a view to

providing the other party with the opportunity to contest such disclosure or use or otherwise agree the timing and content of such disclosure or use and the party intending to disclose the Confidential Information shall take into account reasonable comments or requests of the other party and, in the case of either party, it must as far as practicable seek to obtain the other party's consent and, should such disclosure obligation be required in less than 4 hours, then the disclosing party must as a minimum use reasonable endeavours to provide the other party with an email to inform of the circumstances.

#### 7.4 Survival

The restrictions contained in this clause 7 (excluding clause 7.5) shall continue to apply after the termination of this Agreement without limit in time.

#### 7.5 Inside Information

- (a) Subject to the remainder of this clause 7.5, the Subscriber acknowledges that information provided by the Issuer pursuant to or in connection with this Agreement and/or the Transaction Documents may comprise Inside Information. The Subscriber acknowledges that it must comply with (and procure that each of its group members and their respective employees and officers comply with) all applicable laws (including the Corporations Act and ASX Listing Rules) that may apply in relation to dealing in the securities of the Issuer while in possession of any Inside Information or the disclosure of such information.
- (b) The Issuer confirms that, as at the date of this Agreement, it has not provided the Subscriber with any information which it has designated as, or is reasonably likely to comprise, Inside Information, but excluding any information relating to any other Transaction Document (including, without limitation, any information relating to the "Retail Business" (as defined in the Retail Agreement)).
- (c) Subject to clause 7.5(f), if the Issuer proposes to provide any information that it has designated as, or is reasonably likely to comprise, Inside Information in respect of the Issuer, the Issuer shall (unless otherwise agreed by the Subscriber) confirm in writing to the Subscriber the date on which the Issuer will Cleanse the Subscriber in relation to such Inside Information (the **Cleansing Date**) and the Issuer shall not provide such Inside Information unless the Subscriber gives its prior written consent to receive such Inside Information and agrees to the proposed Cleansing Date (unless otherwise agreed by the Subscriber).
- (d) Subject to clause 7.5(f), to the extent that any information disclosed is Inside Information in respect of the Issuer, the Issuer shall Cleanse the Subscriber on or before the Cleansing Date (unless otherwise agreed by the Subscriber).
- (e) Subject to clause 7.5(f), without prejudice to any other remedies that may be available to the Subscriber for a breach of this clause 7.5, where the Issuer discloses any Inside Information in respect of the Issuer:
  - (i) with the Subscriber's written consent pursuant to clause 7.5(c), but does not Cleanse the Subscriber on or before the Cleansing Date, the Issuer undertakes to Cleanse such Inside Information as soon as possible and in any event by opening of trade on the Business Day after the Cleansing Date (unless otherwise agreed by the Subscriber); or
  - (ii) without receiving the Subscriber's written consent pursuant to clause 7.5(c), the Issuer undertakes to Cleanse such Inside Information as soon

as possible and in any event by opening of trade on the second Business Day after the date on which such Inside Information is disclosed.

- (f) Clauses 7.5(c), 7.5(d) and 7.5(e) will cease to apply on termination or expiry of the Retail Agreement and, for the avoidance of doubt, do not apply to any information provided to or obtained by the Subscriber and/or any of its Affiliates if such information:
- (i) was provided or obtained prior to the date of this Agreement;
  - (ii) is provided or obtained pursuant to any other Transaction Document;
  - (iii) relates to any other Transaction Document, including (without limitation) any information relating to the "Retail Business" (as defined in the Retail Agreement); or
  - (iv) is provided or obtained as a result of or in connection with any Nominee Director under clause 4.2 (or any Second Nominee Director), other than in circumstances where such information was provided to or obtained by the Subscriber and/or any of its Affiliates having been determined by the Board not to be Inside Information in accordance with clause 4.2(g)(iii)(A) but is then later re-classified as Inside Information by the Issuer.

## 8 Resolution of Disputes

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### 8.1 Definitions

In this clause:

<b>Disclosed Documents</b>	has the meaning given to that term in clause 8.7.
<b>Disputant</b>	means a party to a Dispute.
<b>Dispute</b>	has the meaning given to that term in clause 8.2(a).
<b>Dispute Notice</b>	has the meaning given to that term in clause 8.3.
<b>Nominated Representative</b>	means an executive who has authority to resolve a Dispute on behalf of a Disputant.

### 8.2 No court or arbitration proceedings

- (a) Subject to clause 8.2(b), if a dispute arises out of or in connection with this Agreement, a party must comply with this clause 8 before it may commence court or arbitration proceedings.
- (b) A party may bring a proceeding seeking urgent interlocutory relief at any time (including to compel specific performance of this clause 8), without having to first comply with this clause 8.

### 8.3 **Dispute Notice**

A party claiming that a Dispute has arisen must give written notice to each other party giving details of the Dispute and its proposal for a resolution (**Dispute Notice**).

### 8.4 **Meeting of Nominated Representatives**

Within 7 days after the Dispute Notice is received:

- (a) each Disputant must refer the Dispute to its Nominated Representative; and
- (b) the Nominated Representatives must meet at Melbourne, Australia (or such other place as agreed to by the Nominated Representatives, including via videoconference) and negotiate with a view to resolving the Dispute.

### 8.5 **Agreements not binding unless in writing**

Any agreement reached at the meeting of the Nominated Representatives is not binding on the Disputants unless it is set out in writing and signed by the Disputants and/or their Nominated Representatives.

### 8.6 **Costs**

Each Disputant must bear its own costs of complying with this clause 8.

### 8.7 **Confidentiality**

Information or documents disclosed by a Disputant under this clause (**Disclosed Documents**) are Confidential Information for the purposes of clause 7, and must be dealt with in accordance with that clause save that Disclosed Documents may be used by or disclosed:

- (a) to officers, employees, agents or advisers of a Disputant for the purposes of any negotiations referred to in clause 8.4; and/or
- (b) as a confidential exhibit to an affidavit on an application to enforce any settlement agreement.

### 8.8 **End of Dispute period**

Subject to clause 8.2(b), if the Dispute remains unresolved 21 days after the Dispute Notice is received or such other period as the Disputants agree in writing, a Disputant may commence court or arbitration proceedings.

### 8.9 **Survival**

This clause 8 survives termination of this document.

## 9 GST

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### 9.1 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST Law will have the same meaning in this clause.

### 9.2 Recovery of GST

If GST is payable, or notionally payable, by a party (**Supplier**) on a supply it makes under or in connection with this Agreement, the party providing the consideration for that supply (**Recipient**) must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

### 9.3 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

### 9.4 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties. The supplier will promptly issue an adjustment note to the recipient in respect of the adjustment event.

### 9.5 Survival

This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.

### 9.6 Cost exclusive of GST

Any reference in this Agreement to a cost, expense or other similar amount (**Cost**), is a reference to that Cost exclusive of GST.

## 10 General

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### 10.1 Notices

Any notice, demand, consent approval or other communication (a **Notice**) given or made under this Agreement:

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- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or, in the case of email, set out the full name and position or title of the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address below or the address or email address last notified by the intended recipient to the sender after the date of this Agreement:

to the Issuer: **Accent Group Limited**

Attention: [REDACTED]

Address: [REDACTED]

Email: [REDACTED] and [REDACTED]

with a copy (which shall not constitute notice) to [REDACTED]

to the Subscriber: **Frasers Group plc**

Attention: Company Secretary and Head of Legal Department

Address: [REDACTED]

Email: [REDACTED] and [REDACTED]

with a copy (which shall not constitute notice) to [REDACTED]

- (c) will be conclusively taken to be duly given or made:
  - (i) in the case of delivery in person, when delivered;
  - (ii) in the case of delivery by post, two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
  - (iii) in the case of email, on the earlier of:
    - (A) when the sender receives an automated message from the email system of the intended recipient confirming delivery; and
    - (B) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent or at a time that is later than 5 pm in the place to which the Notice is sent, it will be conclusively taken to have been duly given or made at the start of business on the next Business Day in that place.

## **10.2 Entire agreement**

This Agreement contains the entire agreement between the parties with respect to its subject matter. All prior discussions, undertakings, agreements, representations, warranties and indemnities in relation to that subject matter are replaced by this Agreement and have no further effect.

## **10.3 Paramountcy of document**

If this Agreement conflicts with any other document, agreement or arrangement, this Agreement prevails to the extent of the inconsistency.

## **10.4 No merger**

The provisions of this Agreement will not merge on completion of any transaction contemplated by this Agreement and, to the extent any provision has not been fulfilled, will remain in force.

## **10.5 Attorneys**

Each person who executes this Agreement on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this Agreement under that power.

## **10.6 Assignment**

No party may assign, transfer, or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other party.

## **10.7 Severability**

Part or all of any provision of this Agreement that is illegal or unenforceable will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.

## **10.8 Waiver**

Waiver of any power or right under this Agreement:

- (a) must be in writing signed by the party entitled to the benefit of that power or right; and
- (b) is effective only to the extent set out in that written waiver.

## **10.9 Rights, remedies additional**

Any rights and remedies that a person may have under this Agreement are in addition to and do not replace or limit any other rights or remedies that the person may have.

#### **10.10 Further assurances**

Each party must do anything reasonably necessary or desirable (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

#### **10.11 Costs**

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

#### **10.12 Amendment**

This Agreement may be amended only by another agreement executed by all the parties.

#### **10.13 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

#### **10.14 Electronic delivery of document**

If a party delivers an executed counterpart of this Agreement or any other document executed in connection with it (**Relevant Document**) by facsimile or other electronic means

- (a) the delivery will be deemed to be an effective delivery of an originally executed counterpart; and
- (b) the party will still be obliged to deliver an originally executed counterpart, but the failure to do so will not affect the validity or effectiveness of the Relevant Document.

#### **10.15 Electronic execution of documents**

- (a) Pursuant to the Electronic Transactions (Victoria) Act 2000, this document may be electronically executed and remote witnessed by audio visual link, and each person signing this document, including the signatory and its witness, may sign a separate counterpart of this document.
- (b) Pursuant to the Corporations Act, a company may execute this document by each of its officers signing electronically or in wet ink, and each officer may sign a separate counterpart of this document. If execution is under common seal, the fixing of the seal may be observed by electronic means.
- (c) The parties agree that, for the purpose of this document, the online electronic signing platform DocuSign is an appropriately reliable method, and they will, if electronically signing this document, use all reasonable endeavours to execute this document using that platform.

#### **10.16 Governing Law and Jurisdiction**

- (a) This Agreement will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non exclusive jurisdiction of the courts of that State.

- (b) The Subscriber appoints Lander & Rogers of Level 15, 477 Collins Street, Melbourne, VIC 3000 in relation to proceedings in Australia as its agent to receive service of any legal process on its behalf without excluding any other means of service permitted by the law of Australia.

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# Signing Page

## EXECUTED as an agreement

EXECUTED by ACCENT GROUP LIMITED )  
ACN 108 096 251 by: )

DocuSigned by:  
[Redacted Signature]  
1430188DC2D6462...

Signature of director

[Redacted Name]

Full name of director (print)

Signed by:  
[Redacted Signature]  
123017E8DFF1462...

Signature of director

[Redacted Name]

Full name of director

SIGNED for and on behalf of FRASERS )  
GROUP PLC by )

Signed by:  
[Redacted Signature]  
76977CC006F84F1...

Signature of director

[Redacted Name]

Full name of director (print)

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