

MG01

Particulars of a mortgage or charge

109254/13



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT**
You cannot use this form to register
particulars of a charge
company. To do this, please
use form MG01s



LD3

"L248CFEH"

15/03/2013

#120

COMPANIES HOUSE

For official use

1 Company details

Company number 01357507

Company name in full B & M Retail Limited
(the "Chargor")

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 06/03/2013

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A legal mortgage dated 06 March 2013 granted by the Chargor in favour of
Banc of America Securities Limited as security agent (the "Security
Agent") (the "Mortgage")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

4x10
The Chargor has covenanted with the Security Agent
as trustee for the Secured Parties that it shall on
demand of the Security Agent discharge all
obligations as and when they fall due according to
their terms which the Chargor may at any time have
to the Security Agent (whether for its own account
or as trustee for the Secured Parties) or any of
the other Secured Parties under or pursuant to the
Finance Documents and the Hedging Contracts
(including the Debenture and the Mortgage)
including any liability in respect of any further
advances made under the Finance Documents and the
Hedging Contracts, whether present or future,
actual or contingent

(Contd ..)

Continuation page

Please use a continuation page if
you need to enter more details

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

(contd)

(and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Chargor shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or the Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

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5**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

Security Agent as trustee for the Secured Parties

Address

26 Elmfield Road, Bromley,

Kent

Postcode

B R 1 1 L R

Name

Address

Postcode

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

The Chargor has charged with full title guarantee in favour of the Security Agent with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property

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7	Particulars as to commission, allowance or discount (if any)	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission, allowance or discount	None	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Clifford Chance LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Sroyon Mukherjee (70-40538842)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><u>Definitions Schedule</u></p> <p>In this Form MG01</p> <p>"Accession Deed" means a document substantially in the form set out in Schedule 7 (<i>Form of Accession Deed</i>) of the Senior Facilities Agreement</p> <p>"Acquisition/Capex Facility" means the term loan facility made available under the Senior Facilities Agreement as described in paragraph (a) (iii) of Clause 2.1 (<i>The Facilities</i>) of the Senior Facilities Agreement</p> <p>"Agent" means Banc of Securities Limited</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>"Ancillary Facility" means:</p> <ul style="list-style-type: none"> (a) any Original Ancillary Facility, and (b) any other ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement <p>"Arranger" means Banc of America Securities Limited, Credit Suisse AG, London Branch, Goldman Sachs International and Royal Bank of Canada as mandated lead arrangers (whether acting individually or together and with the Coordinating Mandated Lead Arranger)</p> <p>"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (<i>Changes to the Obligors</i>) and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender(s) pursuant to the provisions of Clause 9.9 (<i>Affiliates of Borrowers</i>).</p> <p>"Charged Property" means all of the assets of the relevant Debtors which from time to time are, or are expressed to be, the subject of the Transaction Security</p> <p>"Closing Date" means the date on which Completion occurs</p> <p>"Company" means CDR Bounty Holdco 4 Limited, a private limited liability company incorporated under the laws of England and Wales with company registration number 08309974 and its registered office (as at the date of the Senior Facilities Agreement) at 5th Floor, 6 St Andrew Street, London EC4A 3AE</p> <p>"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) of the Senior Facilities Agreement</p> <p>"Debenture" means a debenture dated 5 March 2013 between CDR Bounty Holdco 3 Limited and CDR Bounty Holdco 4 Limited as chargors and Banc of America</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

Securities Limited as security agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent

"Fee Letter" means

- (a) any letter or letters between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in Clause 17 (*Fees*) of the Senior Facilities Agreement; and
- (b) any agreement to which a member of the Group is party setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2.2 (*Increase*), paragraph (1) of Clause 2.3 (*Incremental Facility*), Clause 17.5 (*Fees payable in respect of Letters of Credit or Bank Guarantees*) or Clause 17.6 (*Interest, commission and fees on Ancillary Facilities*) of the Senior Facilities Agreement or under any other Finance Document

"Finance Document" means the Senior Facilities Agreement, the Syndication Letter, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Incremental Facility Notice and any other document designated as a "Finance Document" by the Agent and the Parent provided that where the term "Finance Document" is used in, and construed for the purposes of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

- (a) the definition of "Material Adverse Effect",
- (b) paragraph (a) of the definition of "Permitted Transaction",
- (c) the definition of "Transaction Document",
- (d) the definition of "Transaction Security Document", and
- (e) sub-paragraph (a)(iv) of Clause 1.2 (*Construction*) of the Senior Facilities Agreement

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender provided that where the term "Finance Party" is used in, and construed for the purposes of, the Senior Facilities Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

- (a) the definition of "Secured Parties",
- (b) sub-paragraph (a)(1) of Clause 1.2 (*Construction*) of the Senior Facilities Agreement;
- (c) paragraph (c) of the definition of Material Adverse Effect,
- (d) Clause 23 (*Guarantee and Indemnity*) of the Senior Facilities Agreement, and

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Short particulars

(e) Clause 33 (*Conduct of Business by the Finance Parties*) of the Senior Facilities Agreement

"Foreign Exchange or Commodity Hedging" means the hedging of exchange rate or commodity risk or similar risks of a member of the Group which is permitted pursuant to clause 27.20 (*Hedging Transactions*) of the Senior Facilities Agreement

"Group" means the Parent and its Subsidiaries from time to time (other than Homefocus Group Limited (incorporated in the Republic of Ireland with registered number 480020) and Multi Lines International Company Limited (incorporated in the Hong Kong Special Administrative Region with registered number 1242954) unless any such entity becomes a direct or indirect wholly-owned Subsidiary of the Parent and an Obligor)

"Hedge Counterparty" means

- (a) any entity which is named on the signing pages as a Hedge Counterparty; and
- (b) any entity which becomes a Party as a Hedge Counterparty pursuant to Clause 19.9 (*Creditor Accession Undertaking*) of the Intercreditor Agreement,

and which, in each case, has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a member of the Group and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or risks in relation to the Term Facilities

"Hedging Contract" means, in relation to any Secured Hedging Transaction, the relevant Master Hedging Agreement (if any) and/or any trade confirmation or similar document confirming the terms on which such transaction is entered into.

"Hedging Letter" means the letter dated on or about the Closing Date and made between the Agent and the Parent describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers of, and in relation to, the Term Facilities (other than the Acquisition/Capex Facility).

"Incremental Facility Notice" means a notice substantially in the form set out in Schedule 20 (*Permitted Form of Incremental Facility Notice*) of the Senior Facilities Agreement delivered by the Parent to the Agent in accordance with Clause 2.3 (*Incremental Facility*) of the Senior Facilities Agreement.

"Intercreditor Agreement" means an intercreditor agreement dated on 01 March 2013 between, amongst others, the Parent, the Company, the Security Agent and the Secured Parties, as amended, extended, restructured,

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Please give the short particulars of the property mortgaged or charged

Short particulars

renewed, novated, supplemented, restated, refunded, replaced or modified from time to time

"Interest Rate Hedging" means the hedging of interest rate liabilities of one or more members of the Group under any of the Senior Term Facilities including, without limitation, hedging entered into to comply with the terms of the Hedging Letter

"Issuing Bank" means each Lender identified in the Senior Facilities Agreement as issuing bank and any other Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the **"Issuing Bank"**) provided that, in respect of a Letter of Credit or Bank Guarantee issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the **"Issuing Bank"** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit or Bank Guarantee.

"Master Hedging Agreement" means any master agreement (together with its related schedules but excluding any trade confirmation or similar documents confirming the terms of individual hedging transactions entered into under such master agreement) entered into or to be entered into:

- (a) by any member of the Group and a Hedge Counterparty for the purpose of recording the terms of Interest Rate Hedging, or
- (b) by any member of the Group and a Hedge Counterparty for the purpose of recording the terms of Foreign Exchange or Commodity Hedging

"Mortgaged Property" means

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*) of the Mortgage, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights

"Obligor" means a Borrower or a Guarantor

"Original Lender" means the Financial Institutions listed in Part II of Schedule 1 (*The Original Parties*) of the Senior Facilities Agreement

"Parent" means CDR Bounty Holdco 3 Limited, a private limited liability company incorporated under the laws of England and Wales with company registration number 08309890 and its registered office (as at the date of the Senior facilities Agreement) at 5th Floor, 6 St Andrew Street, London EC4A 3AE

"Party" means a party to the Intercreditor Agreement

"Receiver" means a receiver or receiver and manager or administrative

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receiver of the whole or any part of the Charged Property

"Related Rights" means, in relation to any asset

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

"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the Senior Facilities Agreement.

"Secured Foreign Exchange or Commodity Hedging Transaction" means the Original Barclays FX Hedging Transaction and any Hedging Transaction in respect of any Foreign Exchange or Commodity Hedging which has been designated by the Parent as such in accordance with paragraphs (d)(iii) and (e) of Clause 4.1 (*Hedge Counterparties and Limits*) of the Intercreditor Agreement.

"Secured Hedging Transactions" means Secured Foreign Exchange or Commodity Hedging Transactions and Secured Interest Rate Hedging Transactions

"Secured Interest Rate Hedging Transaction" means a Hedging Transaction in respect of Interest Rate Hedging which has been designated by the Parent as such in accordance with paragraphs (d)(iii) and (e) of Clause 4.1 (*Hedge Counterparties and Limits*) of the Intercreditor Agreement

"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Senior Creditors from time to time but, in the case of each Senior Creditor, only if it is a Party or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 19.9 (*Creditor Accession Undertaking*) of the Intercreditor Agreement.

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

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests and Notices*) of the Senior Facilities Agreement given in accordance with Clause 15 (*Interest Periods*) of the Senior Facilities Agreement in relation to a Term Facility.

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"Senior Creditors" means the Senior Facility Creditors and the Hedge Counterparties

"Senior Facilities Agreement" means the £585,000,000 senior facilities agreement dated on 01 March 2013 between, amongst others, the Company as borrower, the Parent as guarantor, Banc of America Securities Limited, Credit Suisse AG, London Branch, Goldman Sachs Banks USA and Royal Bank of Canada as Arrangers, Bank of America, N A as Issuing Bank, Banc of America Securities Limited as Agent, the Security Agent and the Original Lenders (as defined therein) as amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or modified from time to time

"Senior Facility Creditors" means each of the Agent, the Arranger and the Senior Lenders

"Senior Lenders" means each Lender (as defined in the Senior Facilities Agreement), Issuing Bank and Ancillary Lender.

"Syndication Letter" means the syndication letter dated on or around the Closing Date between the Parent and the Arrangers as amended, restated, varied, novated or supplemented from time to time prior to the date of the Senior Facilities Agreement

"Term Facility" means Facility A, Facility B, the Acquisition/Capex Facility or any Incremental Facility

"Transaction Security Documents" means each of the documents referred to as Transaction Security Documents in Schedule 2 (*Conditions Precedent*) of the Senior Facilities Agreement, together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents or designated by the Agent and the Parent to be a Transaction Security Document

"Utilisation Request" means a notice substantially in the relevant form set out in Part 1 of Schedule 3 (*Requests and Notices*) of the Senior Facilities Agreement.



DX

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1357507
CHARGE NO. 29**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 6
MARCH 2013 AND CREATED BY B & M RETAIL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SECURITY AGENT AS TRUSTEE FOR THE
SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 15 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MARCH 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**