

MG01

Particulars of a mortgage or charge



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 for**  
You cannot use this form to register  
particulars of a charge on a  
company. To do this you must use  
form MG01s

TUESDAY



\*R2411BK\*

RCS

19/03/2013

#153

COMPANIES HOUSE

\*L248CFHC\*

LD4

15/03/2013

#13

COMPANIES HOUSE

1 Company details

Company number 01357507

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

30 For official use

→ **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 debenture dated 05 March 2013 to which the Chargor has acceded by way  
of a deed of accession dated 06 March 2013 in favour of F&C of America  
Securities Limited as security agent for the Secured Parties on the terms  
and conditions set out in the Intercreditor Agreement (the "**Security  
Agent**") which expression shall include any person for the time being  
appointed as trustee or as an additional trustee for the purpose of, and  
in accordance with, the Intercreditor Agreement) (the "**Debenture**")

4 Amount secured

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

Amount secured 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 any 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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### Particulars of a mortgage or charge

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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 any 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**").

Capitalised terms used in this MG01 and not defined herein have been defined in the Definitions Schedule or are otherwise defined in the Debenture.

**MG01****Particulars of a mortgage or charge****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****3 1 Fixed Charges**

3.1 1 Subject to Clause 3.4 (*Luxembourg Security*) of the Debenture, the Chargor has charged with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture (or, if later, the date on which the Chargor accedes as party to the Debenture) shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property and the Additional Real Property

3.1 2 Subject to Clause 3.4 (*Luxembourg Security*) of the Debenture, the Chargor has charged with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property

3 1 3 Subject to Clause 3 4 (*Luxembourg Security*) of the Debenture, the Chargor has charged with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts

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### Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

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### Delivery of instrument

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).

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).

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### Signature

Please sign the form here

Signature

Signature

X *Clifford Chance LLP* X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## Particulars of a mortgage or charge



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>( .contd)</p> <p>3 1 4 Subject to Clause 3 4 (<i>Luxembourg Security</i>) of the Debenture, the Chargor has charged with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property (other than the Excluded Intellectual Property)</p> <p>3 1 5 Subject to Clause 3 4 (<i>Luxembourg Security</i>) of the Debenture, the Chargor has charged with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Chargor</p> <p>3 1 6 Subject to Clause 3.4 (<i>Luxembourg Security</i>) of the Debenture, the Chargor has charged with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments</p> <p>3 1 7 Subject to Clause 3 4 (<i>Luxembourg Security</i>) of the Debenture, the Chargor has charged with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise)</p> <p>3 1 8 Subject to Clause 3 4 (<i>Luxembourg Security</i>) of the Debenture, the Chargor has charged with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture</p> <p><b>3 2 Assignments</b></p> <p>Subject to Clause 3 4 (<i>Luxembourg Security</i>) of the Debenture, the Chargor has assigned and agreed to assign absolutely with full title guarantee (subject to any Permitted Security) to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):</p> <p>3 2 1 the proceeds of any Insurance Policy and all Related Rights (subject to, the terms of any relevant lease of any Charged Property),</p> <p>3.2.2 all rights and claims in relation to any Assigned Account,</p> <p>3.2.3 each of the Specific Contracts,</p> <p>3.2.4 any agreements, contracts, deeds, leases, licences, undertaking, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Real Property or any Additional Real Property (other than the agreement for lease dated 27 November 2012 made between Speke Point Limited and B &amp; M Retail Limited), and</p> <p>3 2 5 any rental income in respect of all or part of the any Real Property or any Additional Real Property</p> <p><b>3.3 Floating Charge</b></p> <p>3.3 1 The Chargor has charged with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor</p> <p>3 3 2 The floating charge created by sub-clause 3 3.1 of the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations.</p> <p>3.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3.3 (<i>Floating Charge</i>) of the Debenture.</p>	

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Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 3.4 Luxembourg Security

Notwithstanding Clauses 3.1 (*Fixed Charges*) and 3.2 (*Assignments*) of the Debenture, the Debenture will not charge or assign any assets which are secured under any Transaction Security Documents governed by Luxembourg law

The Debenture also contains covenants for further assurance and negative pledge.

Capitalised terms used in this MG01 and not defined herein have been defined in the Definitions Schedule or are otherwise defined in the Debenture

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## Particulars of a mortgage or charge

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Short particulars

#### Definitions Schedule:

**"Accession Deed"** means a document substantially in the form set out in Schedule 7 (*Form of Accession Deed*) of the Senior Facilities Agreement

**"Account"** means any account opened or maintained by the Chargor with the Security Agent or any other person (and any replacement account or subdivision or sub-account of that account), the debt or debts represented by it and all Related Rights, including those accounts listed in any relevant Security Accession Deed

**"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 (*The Facilities*) of the Senior Facilities Agreement

**"Additional Real Property"** means

(a) (i) on and from the grant of the sub-lease to B & M Retail Limited of the Speke Extension, the Speke Extension and (ii) any real property in England and Wales in which the Chargor acquires a freehold or leasehold interest where the purchase price paid by the Chargor for such freehold or leasehold interest is in excess of £4,000,000; and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such Speke Extension, freehold or leasehold property,

and includes all Related Rights.

**"Agent"** means Banc of America Securities Limited as agent of the other Finance Parties.

**"Agreed Security Principles"** means the principles set out in Schedule 15 (*Agreed Security Principles*) of the Senior Facilities Agreement

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility

**"Ancillary Facility"** means:

(a) any Original Ancillary Facility, and

(b) any other ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Senior Facilities Agreement

**"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 with the Coordinating Mandated Lead Arranger)

**"Assigned Account"** means any Mandatory Prepayment Account opened or maintained by the Chargor and any other Account that may from time to time

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

be identified in writing by the Security Agent and the Chargor as an Assigned Account

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement 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 (*Affiliates of Borrowers*) of the Senior Facilities Agreement

**"Charged Property"** means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture or any Mortgage

**"Closing Date"** means the date on which Completion occurs

**"Company"** means CDR Bounty Holdco 4 Limited, a limited liability company organised under the laws of England and Wales

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Senior Facilities Agreement

**"Debtor"** means the Parent and the Company and any person which becomes a Party as a Debtor in accordance with the terms of Clause 19 (*Changes to the Parties*) of the Intercreditor Agreement

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

**"Excluded Intellectual Property"** means any Intellectual Property which the Chargor is prohibited from securing pursuant to any licensing agreement applicable to it

**"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*) of the Senior Facilities Agreement, paragraph (1) of Clause 2.3 (*Incremental Facility*) of the Senior Facilities Agreement, Clause 17.5 (*Fees payable in respect of Letters of Credit or Bank Guarantees*) of the Senior Facilities Agreement or Clause 17.6 (*Interest, commission and fees on Ancillary Facilities*) of the Senior Facilities Agreement or under any other Finance Document.

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>"<b>Finance Document</b>" 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:</p> <ul style="list-style-type: none"> <li>(a) the definition of "Material Adverse Effect",</li> <li>(b) paragraph (a) of the definition of "Permitted Transaction",</li> <li>(c) the definition of "Transaction Document",</li> <li>(d) the definition of "Transaction Security Document", and</li> <li>(e) sub-paragraph (a)(iv) of Clause 1 2 (Construction) of the Senior Facilities Agreement</li> </ul> <p>"<b>Finance Party</b>" 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:</p> <ul style="list-style-type: none"> <li>(a) the definition of "Secured Parties";</li> <li>(b) sub-paragraph (a)(1) of Clause 1.2 (Construction) of the Senior Facilities Agreement,</li> <li>(c) paragraph (c) of the definition of Material Adverse Effect,</li> <li>(d) Clause 23 (Guarantee and Indemnity) of the Senior Facilities Agreement; and</li> <li>(e) Clause 33 (Conduct of Business by the Finance Parties) of the Senior Facilities Agreement</li> </ul> <p>"<b>Foreign Exchange or Commodity Hedging</b>" 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</p> <p>"<b>Group</b>" 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</p>	

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### Short particulars of all the property mortgaged or charged

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Short particulars

indirect wholly-owned Subsidiary of the Parent and an Obligor).

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement

**"Hedge Counterparty"** means

(a) any entity which is named on the signing pages to the Intercreditor Agreement 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.

**"Insurance Policy"** means any policy of insurance in which the Chargor may from time to time have an interest, including those listed in any relevant Security Accession Deed

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets, which are material to the Chargor and all Related Rights, including those listed in any relevant Security Accession Deed

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**"Intercompany Loan Agreement"** means (i) the intercompany loan agreement dated 01 March 2013, between the Parent as lender and the Company as borrower, and (ii) any other intercompany loan agreement under which the Chargor is the lender and where the aggregate amount outstanding under such intercompany loan agreement, when aggregated with the aggregate amount outstanding under any other intercompany loan agreement under which the Chargor is a lender, exceeds £5,000,000 (or its equivalent in other currencies)

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

**"Investments"** means:

(a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares) (except any such stocks, shares, debentures, securities and certificates secured in favour of the Security Agent under a Security Document other than the Debenture or not required to be secured in favour of the Security Agent pursuant to the Agreed Security Principles),

(b) all interests in collective investment schemes (except any such collective investment schemes secured in favour of the Security Agent under a Security Document other than the Debenture or not required to be secured in favour of the Security Agent pursuant to the Agreed Security Principles), and

(c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system), including those listed in any Security Accession Deed

**"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

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Short particulars	<p>pursuant to the terms of the Senior Facilities Agreement, the "<b>Issuing Bank</b>" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit or Bank Guarantee</p> <p><b>"Mandatory Prepayment Account"</b> means an interest-bearing account</p> <p>(a) held in the United Kingdom by a Borrower with the Agent, the Security Agent or an affiliate of the Security Agent,</p> <p>(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,</p> <p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, each acting reasonably; and</p> <p>(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time)</p> <p><b>"Master Hedging Agreement"</b> 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</p> <p>(a) by any member of the Group and a Hedge Counterparty for the purpose of recording the terms of Interest Rate Hedging; or</p> <p>(b) by any member of the Group and a Hedge Counterparty for the purpose of recording the terms of Foreign Exchange or Commodity Hedging</p> <p><b>"Monetary Claims"</b> means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)</p> <p><b>"Mortgage"</b> means a mortgage or legal charge in respect of all or any part of the Real Property or Additional Real Property in each case provided in accordance with Clause 6 (<i>Further Assurance</i>) of the Debenture and substantially in the form of Schedule 6 (<i>Form of Legal Mortgage</i>) of the Debenture or in such form as the Security Agent and the Parent may agree (acting reasonably)</p> <p><b>"Obligor"</b> means a Borrower or a Guarantor</p> <p><b>"Original Lender"</b> means the Financial Institutions listed in Part II of</p>	

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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>Schedule 1 (<i>The Original Parties</i>) of the Senior Facilities Agreement</p> <p><b>"Parent"</b> means CDR Bounty Holdco 3 Limited, a limited liability company organised under the laws of England and Wales</p> <p><b>"Party"</b> means a party to the Intercreditor Agreement</p> <p><b>"Permitted Security"</b> has the meaning given to it in the Senior Facilities Agreement</p> <p><b>"Real Property"</b> means:</p> <p>(a) the freehold, leasehold or immovable property in England and Wales, in which the Chargor has an interest, specified in Schedule 3 (<i>Details of Real Property</i>) of the Debenture and in any Security Accession Deed, and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,</p> <p>and includes all Related Rights</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.</p> <p><b>"Related Rights"</b> means, in relation to any asset:</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset</p> <p><b>"Resignation Letter"</b> means a letter substantially in the form set out in Schedule 8 (<i>Form of Resignation Letter</i>) of the Senior Facilities Agreement.</p> <p><b>"Sale and Purchase Agreement"</b> means the agreement dated 3 December 2012 for the sale and purchase of the Target Shares and made between the Company and the sellers identified therein, as amended from time to time</p> <p><b>"Secured Foreign Exchange or Commodity Hedging Transaction"</b> 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 (<i>Hedge Counterparties and Limits</i>) of the</p>	

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Intercreditor Agreement</p> <p><b>"Secured Hedging Transactions"</b> means Secured Foreign Exchange or Commodity Hedging Transactions and Secured Interest Rate Hedging Transactions</p> <p><b>"Secured Interest Rate Hedging Transaction"</b> 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 (<i>Hedge Counterparties and Limits</i>) of the Intercreditor Agreement</p> <p><b>"Secured Parties"</b> 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 (<i>Creditor Accession Undertaking</i>) of the Intercreditor Agreement.</p> <p><b>"Security"</b> 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</p> <p><b>"Security Accession Deed"</b> means a deed of accession executed by a Group company substantially in the form set out in Schedule 2 (<i>Form of Debenture Accession Deed</i>) of the Debenture pursuant to which such Group Company becomes a party to the Debenture as a chargor</p> <p><b>"Security Documents"</b> means:</p> <ul style="list-style-type: none"> <li>(a) each of the Transaction Security Documents;</li> <li>(b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and</li> <li>(c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) above</li> </ul> <p><b>"Selection Notice"</b> means a notice substantially in the form set out in Part II of Schedule 3 (<i>Requests and Notices</i>) of the Senior Facilities Agreement given in accordance with Clause 15 (<i>Interest Periods</i>) of the Senior Facilities Agreement in relation to a Term Facility</p> <p><b>"Senior Creditors"</b> means the Senior Facility Creditors and the Hedge Counterparties</p> <p><b>"Senior Facilities Agreement"</b> means the £585,000,000 senior facilities agreement dated 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 amended, extended, restructured, renewed, novated, supplemented,</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>restated, refunded, replaced or modified from time to time</p> <p><b>"Senior Facility Creditors"</b> means each of the Agent, the Arranger and the Senior Lenders</p> <p><b>"Shares"</b> means (i) any stocks, shares, debentures and other securities listed in Schedule 4 (<i>Shares and Investments</i>) of the Debenture, and (ii) all other shares held by, to the order or on behalf of the Chargor at any time (except any such shares secured in favour of the Security Agent under a Security Document other than the Debenture or not required to be secured in favour of the Security Agent pursuant to the Agreed Security Principles), including those listed in any Security Accession Deed</p> <p><b>"Specific Contracts"</b> means the Sale and Purchase Agreement, the Intercompany Loan Agreement, those listed in any Security Accession Deed and any other document designated in writing as a Specific Contract by the Security Agent and the Chargor (each acting reasonably).</p> <p><b>"Speke Extension"</b> means the land and buildings to be demised under and on the completion (if completed) of the sub-lease pursuant to and in the form annexed to the agreement for lease dated 27 November 2012 made between Speke Point Limited and B &amp; M Retail Limited</p> <p><b>"Syndication Letter"</b> 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</p> <p><b>"Tangible Moveable Property"</b> means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights</p> <p><b>"Target Shares"</b> means all of the shares in the Target.</p> <p><b>"Term Facility"</b> means Facility A, Facility B, the Acquisition/Capex Facility or any Incremental Facility.</p> <p><b>"Transaction Security Documents"</b> means each of the documents referred to as Transaction Security Documents in Schedule 2 (<i>Conditions Precedent</i>) 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.</p> <p><b>"Utilisation Request"</b> means a notice substantially in the relevant form set out in Part 1 of Schedule 3 (<i>Requests and Notices</i>) of the Senior Facilities Agreement</p>	

## MG01 - continuation page

Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

## PROFORMA

Company Number **01357507**

Company Name **B & M Retail Limited**

Contact Name/ Organisation **Sroyon Mukherjee, Clifford Chance LLP**

Address **10 Upper Bank Street, London, E14 5JJ**

- **The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled  
to the charge ☒

Short particulars of all the property  
mortgaged or charged ☐

Date charge presented  
(applies to MG09/LL MG09) ☐

Date of execution  
(applies to MG09/LL MG09) ☐

Date and parties to the charge  
(applies to MG09/LL MG09) ☐

Jurisdiction  
(applies to MG09/LL MG09) ☐

Floating charge statement  
(applies to MG01s/LLMG01s/OSMG01) ☐

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

**(Please give the instructions in the box below)**

In part 5 of the Form MG01, the name of the mortgagee entitled to the charge should state 'Banc of America Securities Limited'



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. 30**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 6  
MARCH 2013 AND CREATED BY B & M RETAIL LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BANC OF AMERICA SECURITIES LIMITED 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 19 MARCH 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 MARCH 2013**



**Companies House**



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