

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge against a company

☐ **What this form is NOT for**
You may not use this form to register a statement of satisfaction in full or in part of a mortgage charge against an LLP Use form LL MR04

TUESDAY



A07 *A3C77THT* 15/07/2014 #51
COMPANIES HOUSE

1 Company details

Company number 0 1 3 5 7 5 0 7 /

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

→ **Filing in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation¹

When was the charge created?

→ **Before 06/04/2013** Complete **Part A and Part C**

→ **On or after 06/04/2013** Complete **Part B and Part C**

1 Property acquired
If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ²

Charge creation date ^d0 ^d6 ^m0 ^m3 ^y2 ^y0 ^y1 ^y3 /

2 Property acquired
If section 859C of the Companies Act 2006 applies, this is the date that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument 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 Banc of America Merrill Lynch International Limited (formerly known as Banc of America Securities Limited) as security agent for the Secured Parties (the "Security Agent") on the terms and conditions set out in the Intercreditor Agreement (the "Debenture") /

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

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>3 1 Fixed Charges</p> <p>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</p> <p>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</p> <p>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</p> <p>3 1 4 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 Intellectual Property (other than the Excluded Intellectual Property)</p> <p>(Contd)</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>

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Part B Charges created on or after 06/04/2013**B1 Charge code**

Charge code ^① - -

① Charge code
This is the unique reference code allocated by the registrar

Part C To be completed for all charges**C1 Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

- ☒ In full
☐ In part

C2 Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Surname

Debevoise & Plimpton LLP

Please give the address of the person delivering this statement

Building name/number

65

Street

Gresham Street

Post town

London

County/Region

Postcode

E C 2 V 7 N Q

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in
the charge

Solicitor on behalf of Chargor

C3 Signature

Please sign the form here

Signature

Signature

X Debevoise & Plimpton LLP X

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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. The contact information you give will be visible to searchers of the public record.

Contact name Panagiotis Georgilis

Company name Debevoise & Plimpton LLP

Address 65 Gresham Street

Post town London

County/Region Greater London

Postcode E C 2 V 7 N Q

Country United Kingdom

DX

Telephone 02077869184

**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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
☐ You have given the details of the person delivering this statement in Section C2
☐ You have signed the form

**Important information**

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

**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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Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced.

Instrument description

3 1 5 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) any goodwill and rights in relation to the uncalled capital of the Chargor

3 1 6 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 Investments

3 1 7 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 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)

3 1 8 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) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture

3 2 Assignments

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Description of instrument (if any)

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Instrument description

Subject to Clause 3 4 (Luxembourg Security) of the Debenture, the Chargor has assigned and agreed to assign absolutely with full title guarantee (subject to any Permitted Security) in favour of 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)

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),

3 2 2 all rights and claims in relation to any Assigned Account,

3 2 3 each of the Specific Contracts,

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 & M Retail Limited), and

3 2 5 any rental income in respect of all or part of any Real Property or any Additional Real Property

3 3 Floating Charge

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

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

3 3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 3 3 (Floating Charge) of the Debenture

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Instrument description

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

Capitalised terms used in this MR04 and not defined herein have been defined in the Definitions Schedule or are otherwise defined in the Debenture

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	Please give a description of the instrument (if any) by which the charge is created or evidenced.	
Instrument description	<p>Definitions Schedule</p> <p>"Accession Deed" means a document substantially in the form set out in Schedule 7 (Form of Accession Deed) of the Senior Facilities Agreement</p> <p>"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</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 (The Facilities) of the Senior Facilities Agreement</p> <p>"Additional Real Property" means (a) (1) on and from the grant of the sub-lease to the Chargor 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</p> <p>"Agent" means Bank of America Merrill Lynch International Limited (formerly known as Banc of America Securities Limited) as agent of the other Finance Parties</p> <p>"Agreed Security Principles" means the principles set out in Schedule 15 (Agreed Security Principles) of the Senior Facilities Agreement</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>"Ancillary Facility" means (a) any Original Ancillary Facility (as defined in the Senior Facilities Agreement), and (b) any other ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (Ancillary Facilities) of the Senior Facilities Agreement</p>	

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Instrument description

"Arranger" means Bank of America Merrill Lynch International Limited (formerly known as 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 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 B&M European Value Retail Holdco 4 Limited (formerly 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

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"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

"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)(1v) 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

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Instrument description

- (a) the definition of "Secured Parties",
 - (b) sub-paragraph (a)(i) 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
 - (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)
- "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

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	Please give a description of the instrument (if any) by which the charge is created or evidenced	
Instrument description	<p>"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</p> <p>"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)</p> <p>"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</p> <p>"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</p> <p>"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</p> <p>"Intercompany Loan Agreement" means (1) 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)</p> <p>"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</p>	

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Description of instrument (if any)

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Instrument description

"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 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

"Mandatory Prepayment Account" means an interest-bearing account

(a) held in the United Kingdom by a Borrower with the Agent, the Security Agent or an affiliate of the Security Agent,

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Instrument description

(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,

(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

(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement, (as the same may be redesignated, substituted or replaced from time to time)

"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

"Monetary Claims" 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)

"Mortgage" 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 (Further Assurance) of the Debenture and substantially in the form of Schedule 6 (Form of Legal Mortgage) of the Debenture or in such form as the Security Agent and the Parent may agree (acting reasonably)

"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

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Instrument description	<p>"Parent" means B&M European Value Retail Holdco 3 Limited (formerly CDR Bounty Holdco 3 Limited), a limited liability company organised under the laws of England and Wales</p> <p>"Party" means a party to the Intercreditor Agreement</p> <p>"Permitted Security" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Real Property" 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 (Details of Real Property) 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, and includes all Related Rights</p> <p>"Receiver" 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>"Related Rights" 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>"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Senior Facilities Agreement</p>	

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Instrument description

"Sale and Purchase Agreement" 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

"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" 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 of any further advances made under the Finance Documents and the Hedging Contracts, whether present or future, actual or contingent (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

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Statement of satisfaction in full or in part of a charge

A2	Description of instrument (if any)
Instrument description	<p data-bbox="319 353 1077 414">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="335 459 1157 660">"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</p> <p data-bbox="335 705 1157 795">"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</p> <p data-bbox="335 840 1157 996">"Security Accession Deed" means a deed of accession executed by a Group company substantially in the form set out in Schedule 2 (Form of Debenture Accession Deed) of the Debenture pursuant to which such Group Company becomes a party to the Debenture as a chargor</p> <p data-bbox="335 1041 694 1072">"Security Documents" means</p> <p data-bbox="335 1108 917 1140">(a) each of the Transaction Security Documents,</p> <p data-bbox="335 1176 1157 1310">(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</p> <p data-bbox="335 1355 1157 1415">(c) any Security granted under any covenant for further assurance in any of the documents referred to in paragraphs (a) and (b) above</p> <p data-bbox="335 1460 1157 1588">"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</p> <p data-bbox="335 1632 1077 1693">"Senior Creditors" means the Senior Facility Creditors and the Hedge Counterparties</p> <p data-bbox="335 1738 1157 2036">"Senior Facilities Agreement" means the £585,000,000 senior facilities agreement dated 01 March 2013 between, amongst others, the Company as borrower, the Parent as guarantor, Bank of America Merrill Lynch International Limited (formerly known as 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 (contd)</p>

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Statement of satisfaction in full or in part of a charge

A2

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

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

"Shares" means (1) any stocks, shares, debentures and other securities listed in Schedule 4 (Shares and Investments) 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

"Specific Contracts" 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)

"Speke Extension" 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 E & M Retail Limited

"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

"Tangible Moveable Property" 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

"Target Shares" means all of the shares in the Target

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

(Contd)

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Statement of satisfaction in full or in part of a charge

A2

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

"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