



Registration of a Charge

Company name: **B & M RETAIL LIMITED**

Company number: **01357507**



X7HE7QHK

Received for Electronic Filing: **26/10/2018**

Details of Charge

Date of creation: **18/10/2018**

Charge code: **0135 7507 0034**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH**

Brief description: **VARIOUS LEASHOLD PROPERTIES HELD IN THE NAME OF B & M RETAIL LIMITED INCLUDING LEASEHOLD LAND BEING PHASE 1 AND PHASE 2, CELL 7A, LIVERPOOL INTERNATIONAL BUSINESS PARK, SPEKE, LIVERPOOL WITH TITLE NO. MS598646. VARIOUS INTELLECTUAL PROPERTY INCLUDING: "B & M" WITH REGISTRATION NO. UK 0002114179B; "B & M HOME STORE" WITH REGISTRATION NO. UK 00003067513. PLEASE REFER TO SCHEDULE 3 AND SCHEDULE 7 OF THE SECURITY INSTRUMENT FOR ADDITIONAL DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PAKWAI WU**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1357507

Charge code: 0135 7507 0034

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2018 and created by B & M RETAIL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2018 .

Given at Companies House, Cardiff on 30th October 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

18 October 2018

THE COMPANIES LISTED IN SCHEDULE 1
(as the Supplemental Chargors)

and


DEUTSCHE BANK AG, LONDON BRANCH
(as the Security Agent)

SUPPLEMENTAL DEBENTURE

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a true and correct copy of the original security instrument.

Signature: 

Date: 26/10/18

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THIS SUPPLEMENTAL DEBENTURE is made on 18 October 2018

BETWEEN:

- (1) **B&M EUROPEAN VALUE RETAIL HOLDCO 4 LTD** as the Obligors' Agent pursuant to clause 2.5 of the Bridge Facility Agreement (as defined below) (the "**Company**")
- (2) **THE COMPANIES** listed in Schedule 1 (*The Supplemental Chargors*) hereto (each a "**Supplemental Chargor**") and together the "**Supplemental Chargors**"; and
- (3) **DEUTSCHE BANK AG, LONDON BRANCH** as the security agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (as defined below) (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).

RECITALS:

- (1) This deed is supplemental to a debenture dated 2 February 2017 between, amongst others, the Company, the chargors named therein (including the Supplemental Chargors), and the Security Agent (the "**Debenture**").
- (2) On or about the date hereof, a bridge facility agreement has been entered into between (among others) the Parent, the Company, the Original Lender thereunder, the Agent thereunder and the Security Agent (the "**Bridge Facility Agreement**").
- (3) Each Supplemental Chargor wishes to confirm the existing Security created pursuant to the Debenture and to grant security over the Charged Property (as defined in the Debenture) to secure the Secured Obligations (as defined in the Debenture) (including, for the avoidance of doubt, all obligations in respect of the Bridge Facility Agreement).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this deed, terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.8 (*Mortgage*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to Pay

Each Supplemental Chargor covenants with the Security Agent as trustee for the Secured Parties that it shall on demand of the Security Agent pay, discharge and satisfy the Secured Obligations and any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms provided that neither such covenant nor the security constituted by this deed 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.

2.2 Interest on Demands

If a Supplemental Chargor fails to pay any sum on the due date for payment of that sum such Supplemental Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 14.3 (Default interest) of the Bridge Facility Agreement.

3. CHARGING PROVISIONS

3.1 Fixed Charges

- (a) Subject to Clause 3.4 (*Luxembourg Security*), each Supplemental Chargor charges with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) 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 a Supplemental Chargor at the date of this Deed 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.
- (b) Subject to Clause 3.4 (*Luxembourg Security*), each Supplemental Chargor charges with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) 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 such Supplemental 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.
- (c) Subject to Clause 3.4 (*Luxembourg Security*), each Supplemental Chargor charges with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) 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 such Supplemental 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.
- (d) Subject to Clause 3.4 (*Luxembourg Security*), each Supplemental Chargor charges with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) 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 such Supplemental 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).
- (e) Subject to Clause 3.4 (*Luxembourg Security*), each Supplemental Chargor charges with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) 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 such Supplemental 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 such Supplemental Chargor.

- (f) Subject to Clause 3.4 (Luxembourg Security), each Supplemental Chargor charges with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) 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 such Supplemental 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.
- (g) Subject to Clause 3.4 (Luxembourg Security), each Supplemental Chargor charges with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) 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 such Supplemental 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).
- (h) Subject to Clause 3.4 (Luxembourg Security), each Supplemental Chargor charges with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) 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 such Supplemental 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 this deed.

3.2 Assignments

Subject to Clause 3.4 (*Luxembourg Security*), each Supplemental Chargor assigns and agrees to assign absolutely with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all such Supplemental 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):

- (a) the proceeds of any Insurance Policy and all Related Rights (subject to, the terms of any relevant lease of any Charged Property);
- (b) all rights and claims in relation to any Assigned Account;
- (c) each of the Specific Contracts;
- (d) any agreements, contracts, deeds, leases, licences, undertaking, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Supplemental Chargor in respect of the Real Property; and
- (e) any rental income in respect of all or part of the any Real Property.

3.3 Floating Charge

- (a) Each Supplemental Chargor charges with full title guarantee (subject to any Permitted Security and any other Security permitted under the Finance Documents) 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 such Supplemental Chargor.

- (b) The floating charge created by sub-clause 3.3(a) above shall be deferred in point of priority to all fixed Security validly and effectively created by each Supplemental Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (Floating Charge).

3.4 Luxembourg Security

Notwithstanding Clauses 3.1 (*Fixed Charges*) and 3.2 (*Assignments*) above, this deed will not, by way of fixed charge or assignment, charge or assign any assets which are secured under any Transaction Security Documents governed by Luxembourg law.

4. NEGATIVE PLEDGE

Each Supplemental Chargor undertakes that it shall not, at any time during the subsistence of this Deed or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Permitted Security or as otherwise permitted by the Finance Documents.

5. INCORPORATION OF TERMS FROM DEBENTURE

- (a) The provisions of Clause 4 (*Crystallisation of Floating Charge*), Clause 5 (*Perfection of Security*), Clause 6 (*Further Assurance*) and Clause 8 (*Shares and Investments*) to Clause 27 (*Discretion and Delegation*) of the Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
 - (i) “this Debenture” or “this deed” and other similar expressions were a reference to this deed;
 - (ii) “Chargor” was a reference to a Supplemental Chargor under this deed;
 - (iii) “Charged Property” (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this deed; and
 - (iv) a Schedule to the Debenture was a reference to the equivalent Schedule to this deed.

6. THE DEBENTURE

The Debenture shall remain in full force and effect as supplemented by this deed.

7. FAILURE TO EXECUTE

Failure by one or more parties (“Non-Signatories”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

8. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a “Dispute”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed, shall limit the right of the Secured Parties to bring any legal action against the Supplemental Chargor in any other court of competent jurisdiction.

IN WITNESS whereof this Supplemental Debenture has been duly executed as a deed and is delivered on the date first above written.

SCHEDULE 1

THE SUPPLEMENTAL CHARGORS

Name of Supplemental Chargor	Registered Number
B & M European Value Retail S.A.	B 187275
B & M European Value Retail Holdco 1 Ltd	08338308
B & M European Value Retail Holdco 2 Ltd	08338614
B & M European Value Retail Holdco 3 Ltd	08309890
B & M European Value Retail Holdco 4 Ltd	08309974
B & M European Value Retail 1 S.à r.l.	B 173461
B & M European Value Retail 2 S.à r.l.	B 171437
EV Retail Limited	03244928
B & M Retail Limited	08309974

SCHEDULE 2

FORM OF SUPPLEMENTAL DEBENTURE ACCESSION DEED

To: [•] as Security Agent

THIS DEED is made on [*insert date*] by [*insert name of company and registration number*] (the "New Chargor") in relation to the Supplemental Debenture (the "**Supplemental Debenture**") dated [•] 2018 entered into by the Supplemental Chargors (as defined therein) in favour of Deutsche Bank AG, London Branch as security agent.

Terms defined in the Supplemental Debenture shall have the same meanings when used in this Deed.

The New Chargor hereby confirms that, as from the date of this Deed, it intends to be a party to the Supplemental Debenture as a Supplemental Chargor, undertakes to perform all the obligations expressed in the Supplemental Debenture to be assumed by a Supplemental Chargor and agrees that it shall be bound by all the provisions of the Supplemental Debenture, as if it had been an original party to the Supplemental Debenture.

Details of certain of the assets of the New Chargor which are subject to the security constituted by the Supplemental Debenture are set out in the Schedules to this Deed.

This Deed shall be governed by and construed in accordance with English law.

This Deed is a Finance Document.

EXECUTED as a DEED)
[*INSERT NAME OF COMPANY*])
By:)
as its duly authorised attorney,)
in the presence of)

Signature of Director _____

Name of Director _____

in the presence of

Signature of witness _____

Name of witness _____

Occupation of witness _____

Address of witness _____

The Security Agent
[INSERT NAME OF SECURITY AGENT]

By:

Address:

Fax:

Attention:

**SCHEDULE 1 TO THE SUPPLEMENTAL DEBENTURE ACCESSION DEED
REAL PROPERTY**

[•]

**SCHEDULE 2 TO THE SUPPLEMENTAL DEBENTURE ACCESSION DEED
SHARES**

[•]

**SCHEDULE 3 TO THE SUPPLEMENTAL DEBENTURE ACCESSION DEED
SPECIFIC CONTRACTS**

[•]

**SCHEDULE 4 TO THE SUPPLEMENTAL DEBENTURE ACCESSION DEED
ACCOUNTS**

[•]

**SCHEDULE 5 TO THE SUPPLEMENTAL DEBENTURE ACCESSION DEED
INSURANCE POLICIES**

[•]

**SCHEDULE 6 TO THE SUPPLEMENTAL DEBENTURE ACCESSION DEED
INTELLECTUAL PROPERTY**

[•]

**SCHEDULE 7 TO THE SUPPLEMENTAL DEBENTURE ACCESSION DEED
MONETARY CLAIMS**

[•]

SCHEDULE 3

DETAILS OF REAL PROPERTY

Name of Supplemental Chargor	Title Number	Description
B & M Retail Limited	MS598646	Leasehold land being Phase 1 and Phase 2, Cell 7A, Liverpool International Business Park, Speke, Liverpool
B & M Retail Limited	MS609899	Leasehold land being Cell 10, Liverpool International Business Park, Liverpool
B & M Retail Limited	MS583120	Leasehold land being The Vault, Dakota Drive, Speke, Liverpool, L24 8RJ

SCHEDULE 4

SHARES AND INVESTMENTS

Supplemental Chargor	Company	Description and number of Shares held
B & M European Value Retail 1 S.à r.l.	B&M European Value Retail Holdco 1 Ltd	146,135,250 Ordinary Shares of £1
B & M European Value Retail Holdco 1 Ltd	B&M European Value Retail Holdco 2 Ltd	146,135,250 Ordinary Shares of £1
B & M European Value Retail Holdco 2 Ltd	B&M European Value Retail Holdco 3 Ltd	106,873,896 Ordinary Shares of £1
B & M European Value Retail Holdco 3 Ltd	B&M European Value Retail Holdco 4 Ltd	145,928,423 Ordinary Shares of £1
B & M European Value Retail 2 S.à r.l.	EV Retail Limited	310,000 Preferred Ordinary Shares of £0.01. 74,633,031 Ordinary Shares of £0.01
EV Retail Limited	B & M Retail Limited	905,000 Ordinary A Shares of £1 95,000 Ordinary B Shares of £1 1,810,000 Ordinary C Shares of £0.50

SCHEDULE 5

ACCOUNTS

Supplemental Chargor	Sort Code	Account Number	Account Bank
B & M European Value Retail S.A.	n/a	n/a	Account(s) in Luxembourg subject to a Luxembourg law account pledge which is not subject to this Deed. There are no other Accounts as at the date of this Deed.
B & M European Value Retail 1 S.à r.l.	n/a	n/a	Account(s) in Luxembourg subject to a Luxembourg law account pledge which is not subject to this Deed. There are no other Accounts as at the date of this Deed.
B & M European Value Retail 2 S.à r.l.	n/a	n/a	Account(s) in Luxembourg subject to a Luxembourg law account pledge which is not subject to this Deed. There are no other Accounts as at the date of this Deed.
B & M European Value Retail Holdco 1 Ltd	REDACTED	REDACTED	Bank of America Merrill Lynch - London
B & M European Value Retail Holdco 2 Ltd	REDACTED	REDACTED	Bank of America Merrill Lynch - London
B & M European Value Retail Holdco 3 Ltd	REDACTED	REDACTED	Bank of America Merrill Lynch - London
B & M European Value Retail Holdco 4 Ltd	REDACTED	REDACTED	Bank of America Merrill Lynch - London
B & M European Value Retail Holdco 4 Ltd	REDACTED	REDACTED	Bank of America Merrill Lynch - London
EV Retail Limited	REDACTED	REDACTED	Barclays Bank PLC
B & M Retail Limited	REDACTED	REDACTED	Barclays Bank PLC
B & M Retail Limited	REDACTED	REDACTED	Barclays Bank PLC
B & M Retail Limited	REDACTED	REDACTED	Barclays Bank PLC
B & M Retail Limited	REDACTED	REDACTED	Barclays Bank PLC
B & M Retail Limited	REDACTED	REDACTED	Barclays Bank PLC

SCHEDULE 6

INSURANCE POLICIES

Supplemental Chargor	Insurer	Policy Number	Policy Name
Parent and UK subsidiary companies	Allianz Insurance plc	SZ/23965691/09	Property Damage/Business Interruption
Parent and UK subsidiary companies	Assic. Generali S.P.A.	FL05789	Public/ Products Liability
Parent and UK subsidiary companies	Chubb European Group Ltd.	UKCASC70812	Excess Public/Products Liability
Parent and UK subsidiary companies	Assic. Generali S.P.A.	FL05788	Employers Liability
Parent and UK subsidiary companies	Various Lloyd's Underwriter	BOWTL1700893	Terrorism
Parent and UK subsidiary companies	Royal & Sun Alliance Insurance plc	RSAP7035186200	Computer
Parent and UK subsidiary companies	Allianz Insurance plc	53/NJ/23966672/9	Hired in Plant
Parent and UK subsidiary companies	Liberty Mutual Insurance Europe Ltd	LO045543-004	Directors & Officers Liability
Parent and UK subsidiary companies	XL Insurance	GB00042275DO17A	Excess Directors & Officers Liability
Parent and UK subsidiary companies	Aviva Insurance Ltd (lead)	25172379 CXC	Marine Stock Throughput
Parent and UK subsidiary companies	XL Catlin	VX9000629524	Excess Stock
Parent and UK subsidiary companies	MS Amlin	UX01742617QA	Property Owners Liability
Parent and UK subsidiary companies	Allianz Engineering Inspection Services Ltd	53/NV/17659195/5	Engineering Inspection
Parent and UK subsidiary companies	Allianz Insurance plc	BV/11285306	Motor Vehicle Fleet

SCHEDULE 7

INTELLECTUAL PROPERTY

Mark	Date of Registration	Registration No.	Proprietor
B & M	02/03/2001	UK 0002114179B	B&M Retail Limited
B & M Bargains	02/03/2001	UK 0002114179B	B&M Retail Limited
	17/04/2015	UK 00003067513	B&M Retail Limited
	08/07/2015	EU 013806815	B&M Retail Limited

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

The Company

EXECUTED as a DEED
by **B&M EUROPEAN VALUE RETAIL HOLDCO 4 LTD**

Signature of Director

REDACTED

Name of Director

PALL ANDREW McDONALD

in the presence of

Signature of witness

REDACTED

Name of witness

PAULINE HASTIE

Occupation of witness

PA TO CEO

Address of witness

40 B+M RETAIL LTD
THE VAULT
LIVERPOOL L24 8RJ

THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED

B&M EUROPEAN VALUE RETAIL S.A.

By: **REDACTED**

Name:.....*Paul Morgan McDonald*

Title: Executive Director

EXECUTED as a DEED

B&M EUROPEAN VALUE RETAIL 1 S.À R.L

By: **REDACTED**

Name:.....*Paul Andrew McDonald*

Title: Authorised signatory

EXECUTED as a DEED

B & M EUROPEAN VALUE RETAIL 2 S.À R.L

By: **REDACTED**

Name:.....*PAUL ANDREW MC DONALD*.....

Title: Authorised signatory

EXECUTED as a DEED
by **B&M EUROPEAN VALUE RETAIL HOLDCO 1 LTD**

Signature of Director	<u>REDACTED</u>
Name of Director	<u>PALL ANORAW MC DONALD</u>
	in the presence of
Signature of witness	<u>REDACTED</u>
Name of witness	<u>PAULINE HASTIE</u>
Occupation of witness	<u>PA TO CEO</u>
Address of witness	<u>C/O B&M RETAIL LTD</u> <u>THE VAULT</u> <u>LIVERPOOL L24 8RJ</u>

EXECUTED as a DEED
by **B&M EUROPEAN VALUE RETAIL HOLDCO 2 LTD**

Signature of Director

REDACTED

Name of Director

PAUL ANDREW McDONALD

in the presence of

Signature of witness

REDACTED

Name of witness

PAULINE HASTIE

Occupation of witness

PA TO CEO

Address of witness

cb Bim Retail Ltd

THE VAULT

LIVERPOOL L3 4 8RS

EXECUTED as a DEED
by **B&M EUROPEAN VALUE RETAIL HOLDCO 3 LTD**

Signature of Director

REDACTED

Name of Director

PAUL ANDREW Mc DONALD

in the presence of

Signature of witness

REDACTED

Name of witness

PAULINE HASTIE

Occupation of witness

PA TO CEO

Address of witness

clo Btm RETAIL LTD

THE VAULT

LIVERPOOL L24 8RT

EXECUTED as a DEED
by **B&M EUROPEAN VALUE RETAIL HOLDCO 4 LTD**

Signature of Director

REDACTED

Name of Director

PAUL ANDREW Mc DONALD.

in the presence of

Signature of witness

REDACTED

Name of witness

PAULINE HASTIE

Occupation of witness

PA TO CEO

Address of witness

10 Bim Retail Ltd

THE VAULT

LIVERPOOL L24 8RJ

EXECUTED as a DEED
by EV RETAIL LIMITED

REDACTED

Signature of Director

Name of Director

PAUL ANDREW Mc DONALD

in the presence of

REDACTED

Signature of witness

Name of witness

PAULINE HASTIE

Occupation of witness

PA TO CEO

Address of witness

40 BIRCHALL WAY

THE VAULT

LIVERPOOL L24 8RJ

EXECUTED as a DEED
by **B & M RETAIL LIMITED**

Signature of Director

REDACTED

Name of Director

PAUL ANDREW MC DONALD

in the presence of

Signature of witness

REDACTED

Name of witness

PAULINE HASTIE

Occupation of witness

PA TO CEO

Address of witness

10 BTH Retail Ltd

THE VAULT

LIVERPOOL L64 8JG

THE SECURITY AGENT

DEUTSCHE BANK AG, LONDON BRANCH

Duly represented by:

REDACTED

Susan Rose
Vice President

Name:

Title:

REDACTED

Name:

Title:

Nick Rogivue
Vice President