



Registration of a Charge

Company name: **POUNDLAND LIMITED**

Company number: **02495645**



X8CFYV7M

Received for Electronic Filing: **23/08/2019**

Details of Charge

Date of creation: **21/08/2019**

Charge code: **0249 5645 0023**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

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:

ROBERT LOWE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2495645

Charge code: 0249 5645 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2019 and created by POUNDLAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd August 2019 .

Given at Companies House, Cardiff on 27th August 2019

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**

21 August 2019

PEPKOR EUROPE LIMITED
(as the Company)

The companies listed in Schedule 1
(as the Chargors)
and

GLAS TRUST CORPORATION LIMITED
(as Security Agent)

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 in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature: 
Name: ROBERT LOWE
Title: SOLICITOR
Date: 23 AUGUST 2019

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THIS DEED is made on 21 August 2019

BETWEEN:

- (1) **PEPKOR EUROPE LIMITED**, a company incorporated in England and Wales with registered number 09127609 (the “**Company**”);
- (2) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a “**Chargor**” and together the “**Chargors**”); and
- (3) **GLAS Trust Corporation Limited** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this Debenture:

“**Accounts**” means all present and future accounts opened or maintained by the Chargors, including but not limited to the accounts set out in Schedule 4 (*Bank Accounts*) of this Debenture (and any renewal or re-designation of such account(s)), in each case, together with the debt or debts represented thereby but excluding any Cash Collateral Accounts;

“**Account Notice**” means a notice substantially in the form set out in Part 2 of Schedule 5 (*Forms of Notices*);

“**Cash Collateral Accounts**” means each of the following bank accounts:

- (a) account number 50410334 with sort code 60-13-19 held with National Westminster Bank plc in the name of Pepkor Europe Limited;
- (b) account number 10037663 with sort code 12-05-77 held with Bank of Scotland plc in the name of Poundland Limited;
- (c) account number 01040031 with sort code 30-96-34 held with Lloyds Bank plc in the name of Poundland Limited; and
- (d) account number 10000266 with sort code 12-11-01 held with Bank of Scotland plc in the name of Poundland Limited;

in each case, to the extent that such account is a cash collateral account in respect of which Security has been granted in favour of the relevant account bank pursuant to paragraph (m) of the definition of “Permitted Security” in clause 1.1 (*Definitions*) of the Senior Facilities Agreement on terms that prevent the granting of Security in respect of such account pursuant to this Debenture and, in each case, provided that each Chargor shall ensure that fixed Security is granted over such account in accordance with the terms of this Debenture or that the balance of the relevant account is transferred in full to an Account which is subject to fixed Security pursuant to the terms of this Debenture as soon as reasonably practicable (and in any event within 5 Business Days) following the discharge, release or termination of the Treasury Transaction or Financial Indebtedness to which such Permitted Security relates.

“**Charged Property**” means all the assets and undertakings of the Chargors which from time to time are subject of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Debenture and any Security Accession Deed;

“Chargor” means each of the Chargors and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

“Counterparty Notice” means a notice substantially in the form set out in Part 1 of Schedule 5 (*Forms of Notices*);

“Debt Document” has the meaning given to such term in the Intercreditor Agreement (as amended from time to time);

“Declared Default” has the meaning given to such term in the Senior Facilities Agreement (as amended from time to time);

“Default Rate” means the rate at which interest is payable under clause 14.3 (*Default Interest*) of the Senior Facilities Agreement;

“Event of Default” means an Event of Default as defined in the Senior Facilities Agreement;

“Finance Documents” has the meaning given to the term in the Senior Facilities Agreement;

“Finance Parties” has the meaning given to the term in the Senior Facilities Agreement;

“Intercompany Loan Agreements” means the agreements relating to the Intercompany Receivables listed in Schedule 2 (*Intercompany Receivables*) and any other agreement designated as an Intercompany Loan Agreement by the relevant Chargor (or the Company) and the Security Agent;

“Intercompany Receivables” means all present and future rights, claims and receivables (including interest, default interest, expenses, costs, indemnities and any other amounts) from time to time owing to any Chargor by any Group Company including those receivables set out in Schedule 2 (*Intercompany Receivables*);

“Intercreditor Agreement” means the intercreditor agreement dated 31 July 2019 and made between, among others, the Company, the Debtors (as defined in the Intercreditor Agreement), the Security Agent, the Facility Agent, the Lenders (as Senior Lenders and Super Senior Lenders), the Arranger, the Bookrunner and the Intra-Group Lenders (each as defined in the Intercreditor Agreement);

“Parties” means each of the parties to this Debenture from time to time;

“Property” means all material present and future freehold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested and shall include:

- (a) the proceeds of sale of all or any part of such property;
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property;
- (c) all money received by or payable to a Chargor in respect of such property; and
- (d) all buildings, fixtures and fittings from time to time on such property;

“Receiver” means a receiver, receiver and manager or administrative receiver appointed under this Debenture;

“Related Rights” means all dividends, distributions and other income paid or payable on a Share, together with all shares or other property derived from any Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental

to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise) including any claim to contribution, indemnity or subrogation arising in relation thereto;

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

"Secured Parties" has the meaning given to the term in the Intercreditor Agreement;

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

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in Schedule 6 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require;

"Senior Facilities Agreement" means the senior and super senior facilities agreement originally dated 31 July 2019 (as amended and restated on 15 August 2019) under which certain lenders have made available certain term loan and revolving credit facilities to PEU (FIN) Limited and PEU (TRE) Limited (respectively);

"Shares" means all present and future shares owned by a Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (*Shares*);

1.2 Construction

In this Debenture, unless a contrary intention appears, a reference to:

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly;
- (c) **"assets"** includes present and future properties, revenues and rights of every description;
- (d) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- (e) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (f) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing; and
- (g) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Other References

- (a) In this Debenture, unless a contrary intention appears, a reference to:

- (i) any Finance Party, Secured Party, Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) any Finance Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended (howsoever fundamentally and whether or not such amendment results in new and / or more onerous obligations and liabilities), including by way of a change in the purpose of the facilities, or by way of a refinancing, deferral or extension of the facilities or by way of an addition or increase of or other changes to the facilities or other obligations or liabilities under the agreements or accession or retirement of the parties to the agreements;
 - (iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Debenture and any reference to this Debenture includes its schedules; and
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Debenture are inserted for convenience only and are to be ignored in construing this Debenture.
 - (c) Words importing the plural shall include the singular and vice versa.

1.4 Incorporation by reference

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Senior Facilities Agreement and the Intercreditor Agreement as appropriate have the same meanings when used in this Debenture.

1.5 Conflict of terms

In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Debenture, the terms of the Intercreditor Agreement shall prevail.

1.6 Miscellaneous

- (a) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) All Security created pursuant to the terms of this Debenture is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, subject to any Security permitted pursuant to the terms of the Finance Documents.
- (c) Notwithstanding any other provision of this Debenture, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.

- (d) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture and no rights or benefits expressly or impliedly conferred by this Debenture shall be enforceable under that Act against the Parties by any other person.
- (e) The Parties hereto intend that this document shall take effect as a deed notwithstanding that a Party may only execute this document under hand.

2. COVENANT TO PAY

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay, discharge and satisfy the Secured Obligations when they fall due for payment.

3. CHARGING PROVISIONS

3.1 Specific Security

Each Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent the following assets, both present and future, from time to time owned by it or in which it has an interest, by way of first fixed charge:

- (a) all the Shares and all corresponding Related Rights;
- (b) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
- (c) all Intercompany Receivables; and
- (d) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and proceeds and claims under) the Intercompany Loan Agreements,

and includes, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by each Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

3.2 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely to the Security Agent all its rights, title and interest, both present and future, from time to time in the Intercompany Loan Agreements, subject to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

3.3 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each Chargor charges in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Debenture.

3.4 Conversion of Floating Charge

- (a) The Security Agent may, by written notice to any Chargor, convert the floating charge created under this Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:
 - (i) a Declared Default has occurred; or
 - (ii) the Security Agent is of the view that any asset charged under the floating charge created under this Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or
 - (iii) the Security Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under this Debenture.
- (b) The floating charge created under this Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under this Debenture, if:
 - (i) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;
 - (ii) that Chargor creates, or purports to create, Security (except as permitted by the Finance Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this Debenture;
 - (iii) (save in the case of any step which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset;
 - (iv) any person (entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court; or
 - (v) if any other floating charge created by that Chargor crystallises for any reason.
- (c) Upon the conversion of any floating charge pursuant to this Clause 3.4 each relevant Chargor shall, at its own expense, immediately upon request by the Security Agent, execute a fixed charge or legal assignment in any such form as the Security Agent may require.

4. FURTHER ASSURANCE

Clause 27.34 (*Further Assurance*) of the Senior Facilities Agreement will apply in relation to this Debenture as if incorporated in this Debenture, but on the basis that the obligations of each Obligor arising under that clause will be deemed to be substituted by the obligations of each Chargor under this Debenture, and the obligations of the Company arising under that clause will be deemed to be substituted by the obligations of the Company under this Debenture.

5. NEGATIVE PLEDGE

No Chargor may:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property; or

- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Senior Facilities Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.1 General

Each Chargor represents and warrants to the Security Agent as set out in this Clause 6 on the date of this Debenture and on each date that the Repeating Representations are repeated under the Senior Facilities Agreement.

6.2 Shares

Subject to the consummation of the transactions contemplated by the Reorganisation Documents as at the date of utilisation of the Term Facility, it is the legal and beneficial owner of the Shares, including those identified against its name in Schedule 3 (*Shares*), which represent the entire issued share capital of the relevant Subsidiaries.

6.3 Bank Accounts

- (a) Subject to any Permitted Security, it is the legal and beneficial owner of the Accounts. It has full power to establish and maintain the Accounts.
- (b) It does not own any bank accounts other than the Accounts set out in Schedule 6 (*Bank Accounts*) of the Debenture.

7. PROTECTION OF SECURITY

7.1 Title Documents

- (a) Each Chargor will, at the date of this Debenture or, with respect to any Shares which are the subject of the transactions contemplated by the Re-organisation Documents as at the date of utilisation of the Term Facility, as soon as reasonably practicable (and in any event no later than such date as is contemplated by clause 27.36 (*Conditions Subsequent*) of the Senior Facilities Agreement), deposit with the Security Agent (or as it shall direct):
 - (i) all stock and share certificates and other documents of title relating to the Shares together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of a Declared Default or if the Security Agent reasonably considers that the Security constituted by this Debenture is in jeopardy to complete, under its power of attorney given in this Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select;
 - (ii) copies of all Intercompany Loan Agreements; and
 - (iii) all other documents relating to the Charged Property which the Security Agent may from time to time reasonably require.
- (b) The Security Agent may retain any document delivered to it under this Clause 7.1 or otherwise until the Security created under this Debenture is released and, if for any reason it

ceases to hold any such document before that time, it may by notice to the relevant Chargor require that the document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.

- (c) Any document required to be delivered to the Security Agent under paragraph (a) above which is for any reason not so delivered or which is released by the Security Agent to a Chargor shall be held on trust by the relevant Chargor for the Security Agent.

7.2 Intercompany Receivables and Bank Accounts

- (a) Each Chargor shall:
 - (i) as agent for the Security Agent, collect all Intercompany Receivables charged to the Security Agent under this Debenture in accordance with the terms of the relevant Intercompany Loan Agreement or as otherwise permitted pursuant to the terms of the Senior Facilities Agreement, pay the proceeds into an Account promptly upon receipt and, pending such payment, hold those proceeds on trust for the Security Agent;
 - (ii) not charge, factor, discount or assign any of the Intercompany Receivables in favour of any person, or purport to do so unless permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent; and
 - (iii) serve, within 5 Business Days of the date of this Debenture (or in respect of any Account opened after the date of this Debenture, within 5 Business Days after the date of such opening), an Account Notice on the bank with whom each Account is maintained and take reasonable endeavours to procure that such bank signs and delivers to the Security Agent an acknowledgement substantially in the form of the schedule to the Account Notice.
- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Accounts, unless and until a Declared Default has occurred or any of the circumstances described in Clause 3.4 (*Conversion of Floating Charge*) has arisen.

7.3 Intercompany Loan Agreements

- (a) Each Chargor will:
 - (i) at the date of this Debenture (or in respect of any Intercompany Loan Agreement entered into after the date of this Debenture, within 5 Business Days after the date of such Intercompany Loan Agreement) give notice to the other party to each Intercompany Loan Agreement that it has assigned or charged its right under the Intercompany Loan Agreement to the Security Agent under this Debenture. Such notice will be a Counterparty Notice. Each relevant Chargor will procure that the relevant counterparty signs and delivers to the Security Agent an acknowledgement substantially in the form of that set out in the schedule to the relevant notice within 5 Business Days of the date of this Debenture (or, as the case may be, of the entering into of the relevant Intercompany Loan Agreement);
 - (ii) perform all its obligations under the Intercompany Loan Agreements in a diligent and timely manner; and
 - (iii) not make or agree to make any amendments to the Intercompany Loan Agreements, waive any of its rights under such Intercompany Loan Agreement or exercise any right to terminate any Intercompany Loan Agreement, except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent.

- (b) The Security Agent shall not be entitled to give any notice referred to in paragraph 2 of the Counterparty Notice, unless and until a Declared Default has occurred.

7.4 Notice and acknowledgement in respect of Intercompany Loan Agreements

The execution of this Debenture by the Chargors shall constitute notice to each Chargor which is counterparty to any Intercompany Loan Agreement with any other Chargor of the Security granted pursuant to this Debenture in respect of such Intercompany Loan Agreement, and acknowledgement of such notice by the relevant Chargor, in each case pursuant to paragraph (a)(i) of Clause 7.3 (*Intercompany Loan Agreements*).

8. UNDERTAKINGS

8.1 General

Each Chargor undertakes to the Security Agent in the terms of this Clause 8 from the date of this Debenture and for so long as any of the Secured Obligations are outstanding.

8.2 Voting and Distribution Rights

- (a) Prior to the occurrence of a Declared Default:

- (i) each Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares; and
- (ii) each Chargor shall be entitled to exercise all voting and other rights and powers attaching to its Shares provided that it shall not exercise any such voting rights or powers in a manner which would adversely affect the validity, enforceability or existence of the Charged Property or the Security created under this Debenture (save as expressly permitted pursuant to the terms of the Finance Documents).

- (b) At any time after the occurrence of a Declared Default, all voting rights in respect of the Shares shall be exercised by the Chargor as directed by the Security Agent (in order to preserve and/or realise the value of the security), unless the Security Agent has notified the Chargor in writing that it wishes to give up this right.
- (c) At any time after the occurrence of a Declared Default, each Chargor shall hold any dividends, distributions and other monies paid on or derived from the Shares on trust for the Secured Parties and pay the same to, or as directed by, the Security Agent.
- (d) If, at any time, any Shares are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Shares are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares.

9. SECURITY AGENT'S POWER TO REMEDY

9.1 Power to Remedy

If any Chargor fails to comply with any obligation set out in Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) or any of its obligations under this Debenture and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and

irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Chargor which is necessary to ensure that those obligations are complied with.

9.2 Indemnity

Each Chargor will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by any Chargor of its obligations under Clause 7 (*Protection of Security*) or Clause 8 (*Undertakings*) and in connection with the exercise by the Security Agent of its rights contained in Clause 9.1 above in accordance with Clause 22 (*Other Indemnities*) of the Senior Facility Agreement. All sums the subject of this indemnity will be payable by the relevant Chargor to the Security Agent on demand and if not so paid will bear interest at the Default Rate. Any unpaid interest will be compounded with monthly rates.

10. CONTINUING SECURITY

10.1 Continuing Security

The Security constituted by this Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

10.2 Other Security

The Security constituted by this Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent and/or any other Secured Party may now or after the date of this Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

11. ENFORCEMENT OF SECURITY

11.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Debenture. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall be immediately exercisable at any time after a Declared Default has occurred.

11.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Debenture, those contained in this Debenture shall prevail.

11.3 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture, and all or any of the rights and powers conferred by this Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Chargor at any time after a Declared Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

11.4 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Debenture.

11.5 Appropriation under the Financial Collateral Regulations

- (a) To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of the Chargors hereunder constitute "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (as amended) (the "**Regulations**")), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Chargors at any time after Declared Default has occurred.
- (b) The Parties agree that the value of any such appropriated financial collateral shall be: (x) in the case of securities, the price at which such securities can be disposed of by the Security Agent; and (y) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent, in each case, in a commercially reasonable manner (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

11.6 Powers of Leasing

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

11.7 Fixtures

At any time after a Declared Default has occurred the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

11.8 Bank Accounts

At any time after a Declared Default has occurred the Security Agent may and is hereby irrevocably and unconditionally authorised, without further enquiry and without either giving notice to the relevant Chargor or the Company or obtaining any consent, to apply the whole or part of all monies standing to the credit of the Accounts in or towards payment of the Secured Obligations.

12. RECEIVERS

12.1 Appointment of Receiver

- (a) Following the occurrence of a Declared Default, subject to paragraph (c) below, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent to any Chargor, or if so requested by the relevant Chargor, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent, appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Debenture.

- (c) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.

12.2 Powers of Receiver

Following the occurrence of a Declared Default, each Receiver appointed under this Debenture shall have (subject to any limitations or restrictions which the Security Agent may incorporate in the deed or instrument appointing it) all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Debenture), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) manage, develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Shares and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property, but only following a written notification from either the Receiver or the Security Agent to the relevant Chargor stating that the Security Agent shall exercise all voting rights in respect of the Shares and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this Debenture and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;

- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 12.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

12.3 Receiver as Agent

Following the occurrence of a Declared Default each Receiver shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

12.4 Removal of Receiver

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

12.5 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

12.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Debenture (unless the document appointing such Receiver states otherwise).

13. APPLICATION OF PROCEEDS

13.1 Order of Application

All monies received or recovered by the Security Agent or any Receiver pursuant to this Debenture shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

13.2 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Debenture.

13.3 Application against Secured Obligations

Subject to Clause 13.1 above, any monies or other value received or realised by the Security Agent from a Chargor or a Receiver under this Debenture may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

13.4 Suspense Account

Until the Secured Obligations are paid in full, the Security Agent or the Receiver (as applicable) may place and keep (for such time as it shall determine) any money received, recovered or realised pursuant to this Debenture or on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Chargor or the Security Agent or the Receiver as the Security Agent or the Receiver shall think fit) and the Security Agent or the Receiver may retain the same for the period which it considers expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14.1 Exclusion of Liability

The liability of the Security Agent or any Receiver in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, will be in accordance with the terms set out in clause 19.12 (*Exclusion of Liability*) of the Intercreditor Agreement.

14.2 Possession of Charged Property

Without prejudice to Clause 14.1 above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 Primary liability of Chargor

Each Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations. The liability of each Chargor under this Debenture and the charges contained in this Debenture shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Chargor (as a surety only) or the charges contained in this Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

14.4 Waiver of defences

Clause 23 (*Guarantee and Indemnity*) of the Senior Facilities Agreement will apply in relation to this Debenture as if incorporated in this Debenture, but on the basis that the obligations of each Guarantor arising under that clause will be deemed to be substituted by the obligations of each Chargor under this Debenture.

14.5 Security Agent

The provisions set out in clause 19 of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Debenture.

14.6 Delegation

The Security Agent may delegate all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Debenture in accordance with the terms of clause 19.22 (*Delegation by the Security Agent*) of the Intercreditor Agreement.

14.7 Cumulative Powers

The powers which this Debenture confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

15. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture, and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

16. PROTECTION FOR THIRD PARTIES

16.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

16.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

17. COSTS AND EXPENSES

17.1 Initial and Enforcement Expenses

Any costs and expenses incurred under or in connection with this Debenture shall be dealt with in accordance with clause 22 (*Costs and Expenses*) of the Senior Facilities Agreement.

17.2 Stamp Duties, etc

Each Chargor shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Debenture.

17.3 Default Interest

If not paid when due, the amounts payable under this Clause 17 shall carry interest compounded with monthly rates at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Secured Obligations.

18. REINSTATEMENT AND RELEASE

18.1 Amounts Avoided

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor or otherwise, then for the purposes of this Debenture that amount shall not be considered to have been paid.

18.2 Discharge Conditional

Any settlement or discharge between a Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Debenture) that Secured Party shall be entitled to recover from that Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

18.3 Covenant To Release

Once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Chargor, the Security Agent and each Secured Party shall, at the request and cost of each Chargor, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Charged Property from the Security constituted by this Debenture. On the release of any of the Charged Property the Security Agent shall not be bound to return the identical securities which were deposited, lodged, held or transferred and the Chargor will accept securities of the same class and denomination or such other securities as shall then represent the Charged Property being released.

19. CURRENCY CLAUSES

19.1 Conversion

All monies received or held by the Security Agent or any Receiver under this Debenture may be converted into any other currency which the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

19.2 No Discharge

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the relevant Chargor in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the relevant Chargor and shall be entitled to enforce the Security constituted by this Debenture to recover the amount of the shortfall.

20. SET-OFF

20.1 Set-off rights

The Security Agent may, at any time after a Declared Default has occurred, set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

20.2 Different Currencies

The Security Agent may exercise its rights under Clause 20.1 (*Set-off rights*) notwithstanding that the amounts concerned may be expressed in different currencies and the Security Agent is authorised to effect any necessary conversions at a market rate of exchange selected by it.

20.3 Unliquidated Claims

If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent to any Chargor, the relevant obligation or liability is unliquidated or unascertained, the Security Agent may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

20.4 No Set-off

Each Chargor will pay all amounts payable under this Debenture without any set-off, counterclaim or deduction whatsoever unless required by law, in which event the relevant Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made.

21. RULING OFF

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Facilities Agreement) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

22. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

23. NOTICES

Any communication made under or in connection with this Debenture shall be made in accordance with the provisions set out in clause 37 (*Notices*) of the Senior Facilities Agreement.

24. CHANGES TO PARTIES

24.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the Finance Documents.

24.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under clause 29 (*Changes to the Lenders*) of the Senior Facilities Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

24.3 New Subsidiaries

Each of the Chargors will procure that any new Subsidiary of it which is required to do so by the terms of the Senior Facilities Agreement executes a Security Accession Deed.

24.4 Consent of Chargors

- (a) Each Chargor consents to new Subsidiaries becoming Chargors as contemplated by Clause 24.3 above.
- (b) Each Chargor confirms that the execution of any Security Accession Deed by a new Subsidiary will in no way prejudice or affect the Security granted by each of them under (and the covenants given by each of them in), the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such Security Accession Deed.
- (c) Each Chargor further confirms that the execution of any other supplemental security document by a Chargor will in no way prejudice or affect the Security granted by each of them under (and the covenants given by each of them in), this Debenture and that this Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

25. MISCELLANEOUS

25.1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount payable under this Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

25.2 Counterparts

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

25.3 Invalidity of any Provision

If any provision of this Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

25.4 Failure to Execute

Failure by one or more parties ("Non-Signatories") to execute this Debenture on the date hereof will not invalidate the provisions of this Debenture as between the other Parties who do execute this

Debenture. Such Non-Signatories may execute this Debenture on a subsequent date and will thereupon become bound by its provisions.

26. GOVERNING LAW AND JURISDICTION

- (a) This Debenture 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 paragraph (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 Debenture, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (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 Debenture shall limit the right of the Secured Parties to bring any legal action against any of the Chargors in any other court of competent jurisdiction.

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

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registered Number	Registered Address
Pepkor Europe Limited	09127609	Unit B, 120 Weston Street, London, United Kingdom, SE1 4GS
PEU (FIN) Limited	11808114	Unit B, 120 Weston Street, London, United Kingdom, SE1 4GS
PEU (TRE) Limited	11808312	Unit B, 120 Weston Street, London, United Kingdom, SE1 4GS
Poundland Limited	02495645	Wellmans Road, Willenhall, West Midlands, WV13 2QT
GHM Stores Limited	09015100	Poundland Ltd, Wellmans Road, Willenhall, West Midlands, England, WV13 2QT
Pepkor UK Retail Limited	09288913	Oak House, Reeds Crescent, Watford, England, WD24 4QP

SCHEDULE 2
INTERCOMPANY RECEIVABLES

Lender	Borrower	Dated	Amount
Pepkor Europe Limited	PEU (Fin) Limited	As at 21 August 2019	€500 (EUR)
Pepkor Europe Limited	PEU (Tre) Limited	As at 21 August 2019	€500 (EUR)
PEU (Fin) Limited	PEU (Tre) Limited	As at 21 August 2019	£230,706,153.01 (GBP)
PEU (Fin) Limited	PEU (Tre) Limited	As at 21 August 2019	€21,510,438.12 (EUR)
PEU (Fin) Limited	PEU (Tre) Limited	As at 21 August 2019	\$4,212,685.64 (USD)
PEU (Fin) Limited	PEU (Tre) Limited	As at 21 August 2019	£5,291,141 (GBP)
PEU (Fin) Limited	PEU (Tre) Limited	As at 21 August 2019	€5,000,000 (EUR)
PEU (Tre) Limited	Poundland Limited	As at 21 August 2019	£228,521,513.59 (GBP)
PEU (Tre) Limited	Poundland Limited	As at 21 August 2019	€12,561,991.73 (EUR)
PEU (Tre) Limited	Sapphire 117 Limited	As at 21 August 2019	£1,035,229.71 (GBP)
PEU (Tre) Limited	Poundland UK & Europe Limited	As at 21 August 2019	£370,455.62 (GBP)
PEU (Tre) Limited	Pepkor RO Espana S.L.	As at 21 August 2019	£256,581.82 (GBP)
PEU (Tre) Limited	Vaucluse Diffusion S.A.S	As at 21 August 2019	£4,001,194.40 (GBP)
PEU (Tre) Limited	Vaucluse Diffusion S.A.S	As at 21 August 2019	€48,661,300.98 (EUR)

PEU (Tre) Limited	Pepkor Import B.V	As at 21 August 2019	£277,401.54 (GBP)
PEU (Tre) Limited	Pepkor Import B.V	As at 21 August 2019	€30,146.08 (EUR)
PEU (Tre) Limited	Pepkor France S.A.S	As at 21 August 2019	€26,642,849.51 (EUR)
PEU (Tre) Limited	Fully Sun China Limited	As at 21 August 2019	\$4,212,685.64 (USD)
PEU (Tre) Limited	Dealz Espana S.L.U	As at 21 August 2019	€21,512,210.82 (EUR)
Pepkor UK Retail Limited	PEU (Tre) Limited	As at 21 August 2019	€1,541,287.00 (EUR)
Pepkor UK Retail Limited	Poundland Limited	As at 21 August 2019	£4,982,300.00 (GBP)
Poundland Limited	GHM Stores Limited	As at 21 August 2019	£12,146,701.09 (GBP)
Poundland Limited	PEU (Tre) Limited	As at 21 August 2019	£3,756,223.67 (GBP)
Poundland Limited	PEU (Tre) Limited	As at 21 August 2019	€25,614,562.86 (EUR)
Poundland Limited	Pepkor UK Retail Limited	As at 21 August 2019	£105,909,631.42 (GBP)
Poundland Limited	Dealz Poland Sp. z.o.o	As at 21 August 2019	£9,002,157.63 (GBP)
Poundland Limited	Dealz Poland Sp. z.o.o	As at 21 August 2019	PLN 9,929,887.99

SCHEDULE 3

SHARES

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
Pepkor Europe Limited	PEU (FIN) Limited	72,497,788,743 ordinary shares of €0.00001
PEU (FIN) Limited	PEU (TRE) Limited	20,326,838,611 ordinary shares of €0.00001
PEU (TRE) Limited	Pepkor Marketing Limited	1 ordinary share of £1.00
PEU (TRE) Limited	Sapphire 117 Limited	1 ordinary share of £1.00
PEU (TRE) Limited	Poundland Limited	100 ordinary shares of £1.00
PEU (TRE) Limited	Poundland International Ltd	2 ordinary shares of £1.00
Poundland Limited	GHM Stores Limited	1 ordinary share of £1.00
Poundland Limited	Pepkor UK Retail Limited	37,895,808 ordinary shares of £0.0001 each
Poundland Limited	Poundland Elgin Ltd	100 ordinary shares of £1.00
PEU (TRE) Limited	Poundland UK & Europe Limited	200,000 ordinary shares of £0.00001 each

SCHEDULE 4
BANK ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
GHM Stores Ltd - Business Current (cash in transit) a/c	REDACTED	REDACTED	REDACTED
GHM Stores Ltd - Business Current (credit cards) a/c	REDACTED	REDACTED	REDACTED
GHM Stores Ltd - Business Current Account	REDACTED	REDACTED	REDACTED
GHM Stores Ltd - Business Euro Account	REDACTED	REDACTED	REDACTED
GHM Stores Ltd - USD Currency Account	REDACTED	REDACTED	REDACTED
Pepkor Europe Limited	REDACTED	REDACTED	REDACTED
Pepkor Europe Limited	REDACTED	REDACTED	REDACTED
Poundland Limited	REDACTED	REDACTED	REDACTED
Poundland Limited – ATM bankings	REDACTED	REDACTED	REDACTED
Poundland Limited – Cash trans	REDACTED	REDACTED	REDACTED
Poundland Limited – Change account	REDACTED	REDACTED	REDACTED
Poundland Limited – debit/ credit cards	REDACTED	REDACTED	REDACTED
Poundland Limited - Euro	REDACTED	REDACTED	REDACTED
Poundland Limited – Euro	REDACTED	REDACTED	REDACTED
Poundland Limited - GBP	REDACTED	REDACTED	REDACTED

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Poundland Limited – Sterling	REDACTED	REDACTED	REDACTED
Poundland Limited – USD	REDACTED	REDACTED	REDACTED
Pepkor Europe Limited EUR business current account	REDACTED	REDACTED	REDACTED
PEU (TRE) Limited GBP business current account	REDACTED	REDACTED	REDACTED
PEU (TRE) Limited EUR business current account	REDACTED	REDACTED	REDACTED
PEU (TRE) Limited PLN business current account	REDACTED	REDACTED	REDACTED
PEU (TRE) Limited USD business current account	REDACTED	REDACTED	REDACTED
PEU (FIN) Limited GBP business current account	REDACTED	REDACTED	REDACTED
PEU (FIN) Limited EUR business current account	REDACTED	REDACTED	REDACTED

SCHEDULE 5
FORMS OF NOTICES

Part 1
Form of Counterparty Notice

To: [insert name and address of counterparty]

Dated: [●]

Dear Sirs

Re: [here identify the relevant Intercompany Loan Agreement] (the “Agreement”)

We notify you that, [insert name of Chargor] (the “Chargor”) has [charged in favour of]/[assigned to] [insert name of Security Agent] (the “Security Agent”) for the benefit of itself and certain other banks and financial institutions (the “Secured Parties”) all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor to the Secured Parties by way of a debenture dated [●].

We further notify you that:

1. the Chargor may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent;
2. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

for and on behalf of
[insert name of Counterparty]

Dated:

Part 2
Form of Account Notice

To: [insert name and address of Account Bank] (the “**Account Bank**”)

Dated: [●]

Dear Sirs

Re: The [●] Group of Companies - Security over Bank Accounts

We notify you that [insert name of Chargor] (the “**Chargor**”) and certain other companies identified in the schedule to this notice (together the “**Customers**”) charged to [insert name of Security Agent] (the “**Security Agent**”) for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the “**Charged Accounts**”) and to all interest (if any) accruing on the Charged Accounts by way of a debenture dated [●].

1. We irrevocably authorise and instruct you:

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
- (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.

2. We also advise you that:

- (a) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as “Not blocked” in the schedule below until such time as the Security Agent shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of your confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

Customer	Account Number	Sort Code	Status
[•]	[•]	[•]	[Not blocked]

Yours faithfully,

.....
for and on behalf of
[Insert name of Chargor]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
for and on behalf of
[Insert name of Security Agent]

[On acknowledgement copy]

To: [Insert name and address of Security Agent]

Copy to: [Insert name of Chargor] (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....
for and on behalf of
[Insert name of Account Bank]

Dated: [●]

SCHEDULE 6

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [●]

BETWEEN:

- (1) **Pepkor Europe Limited**, a company incorporated in England and Wales with registered number [●] (the “**Company**”);
- (2) [●] **Limited**, a company incorporated in England and Wales with registered number [●] (the “**New Chargor**”); and
- (3) [●] as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This Deed is supplemental to a debenture dated [●] between, amongst others, the Company, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “**Debenture**”), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

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

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) 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.

1.3 Miscellaneous

All Security created pursuant to the terms of this Security Accession Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, subject to any Security permitted pursuant to the terms of the Finance Documents.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Specific Security

The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent the following assets, both present and future, from time to time owned by it or in which it has an interest, by way of first fixed charge:

- (a) all the Shares and all corresponding Related Rights;
- (b) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
- (c) all Intercompany Receivables; and
- (d) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights, title and interest in (and proceeds and claims under) the Intercompany Loan Agreements,

and includes, in respect of each of the above charged assets, (as appropriate), the benefit of all licences, consents and agreements held by the New Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

2.4 Security Assignment

As further continuing security for the payment of the Secured Obligations, the New Chargor assigns absolutely to the Security Agent all its rights, title and interest, both present and future, from time to time in the Intercompany Loan Agreements, subject to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

2.5 Floating charge

- (a) As further continuing security for the payment of the Secured Obligations, the New Chargor charges in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

3. NEGATIVE PLEDGE

The New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property (other than in respect of assets charged under paragraph (a) of Clause 2.5 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as permitted by the Senior Facilities Agreement.

4. **NOTICE AND ACKNOWLEDGEMENT IN RESPECT OF INTERCOMPANY LOAN AGREEMENTS**

The execution of this Deed by the New Chargor shall constitute notice to each Chargor which is counterparty to any Intercompany Loan Agreement with the New Chargor of the Security granted pursuant to this Deed in respect of such Intercompany Loan Agreement, and the execution of this Deed by the Company shall constitute acknowledgement of such notice by the relevant Chargor, in each case pursuant to paragraph (a)(i) of Clause 7.3 (*Intercompany Loan Agreements*) of the Debenture.

5. **CONSTRUCTION OF DEBENTURE**

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to “this Debenture” and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

6. **DESIGNATION AS A FINANCE DOCUMENT**

This Deed is designated as a Finance Document.

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. **NOTICES**

The New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as follows:

Address: [●]

Facsimile: [●]

Attention: [●]

9. **GOVERNING LAW**

This Deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this Deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

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

SIGNATORIES TO DEED OF ACCESSION

THE COMPANY

EXECUTED as a DEED by
PEPKOR EUROPE LIMITED acting by:

[•] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [•]

THE NEW CHARGOR

EXECUTED as a DEED by
[*Name of New Chargor*] acting by:

[•] as Director: _____

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: [•]

Facsimile: [•]

Attention: [●]

THE SECURITY AGENT

EXECUTED as a **DEED** by
[Name of Security Agent] acting by:

[●] as Authorised Signatory: _____

Notice Details

Address: [●]

Facsimile: [●]

Attention: [●]

Email: [●]

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

INTERCOMPANY RECEIVABLES

[•]

SCHEDULE 2

SHARES

[•]

SCHEDULE 3

BANK ACCOUNTS

[•]

SIGNATORIES TO DEBENTURE

THE COMPANY

EXECUTED as a DEED by
Pepkor Europe Limited

REDACTED

Signature of Director

Name of Director *Sean Cardinal*

in the presence of:

REDACTED

Signature of witness

Name of witness: *IOANNIS SARIDAKIS*

Address of witness: *20 FENCHURCH STREET, EC3M 3AG LONDON*

Occupation of witness: *SOLICITOR*

Notice Details

Address: Unit B, 120 Weston St, London, SE1 4GS

Facsimile: N/A

Attention: Director

THE CHARGORS

**EXECUTED as a DEED by
Pepkor Europe Limited**

REDACTED

Signature of Director

Name of Director *Sean Cardinaal*

in the presence of:

REDACTED

Signature of witness

Name of witness: *IOANNIS SARIDAKIS*

Address of witness: *20 FENCHURCH STREET, EC3M 3AG, LONDON*

Occupation of witness: *SOLICITOR*

Notice Details

Address: Unit B, 120 Weston St, London, SE1 4GS

Facsimile: N/A

Attention: Director

**EXECUTED as a DEED by
PEU (FIN) Limited**

REDACTED

Signature of Director

Name of Director *Sean Cardinal*

in the presence of:

REDACTED

Signature of witness

Name of witness: *DANNIS SARIDAKIS*

Address of witness: *20 FENCHURCH STREET, EC3M 3AG LONDON*

Occupation of witness: *SOLICITOR*

Notice Details

Address: Unit B, 120 Weston St, London, SE1 4GS

Facsimile: N/A

Attention: Director

**EXECUTED as a DEED by
PEU (TRE) Limited**

REDACTED

Signature of Director

Name of Director *Sean Cardinal*

in the presence of:

REDACTED

Signature of witness

Name of witness: *IOANNIS SARIDAKIS*

Address of witness: *20 FENCHURCH STREET, EC3M 3AG LONDON*

Occupation of witness: *SOLICITOR*

Notice Details

Address: Unit B, 120 Weston St, London, SE1 4GS

Facsimile: N/A

Attention: Director

REDACTED

EXECUTED as a DEED by
Poundland Limited

} DAVID ROBERT WILLIAMS

Signature of Director
Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness: K. CLARKE

Address of witness: POUNDLAND LIMITED, WELLMANS RD, WILLENHALL, WV13 2QT

Occupation of witness: SOLICITOR

Notice Details

Address: Wellmans Road, Willenhall, West Midlands, WV13 2QT

Facsimile: N/A

Attention: Director

REDACTED

EXECUTED as a DEED by
GHM Stores Limited

DAVID ROBERT WILLIAMS

Signature of Director
Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness: W. CLARKE

Address of witness: POUNDLAND LIMITED CO, WELLMANS RD, WILLENHALL, WV13 2QT

Occupation of witness: SOLICITOR

Notice Details

Address: Wellmans Road, Willenhall, West Midlands, WV13 2QT

Facsimile: N/A

Attention: Director

REDACTED

EXECUTED as a DEED by
Pepkor UK Retail Limited

}

DAVID ROBERT WILLIAMS

Signature of Director
Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness: K. CLARKE

Address of witness: POUNDLAND LIMITED, WELLMANS RD, WILLENHALL, WV13 2QT

Occupation of witness: SOLICITOR

Notice Details

Address: Wellmans Road, Willenhall, West Midlands, WV13 2QT

Facsimile: N/A

Attention: Director

THE SECURITY AGENT

EXECUTED as a DEED by
GLAS TRUST CORPORATION LIMITED acting by:

REDACTED

Gilda Cara
Transaction Manager

Signed: _____

Print name: _____

Title: _____

Authorised signatory

45 LUDGATE HILL
LONDON EC4M 7JU

Registered Address: 45 Ludgate Hill, London EC4M 7JU, United Kingdom

Telephone: +44 (0)20 3597 2940

Fax: +44 (0)20 3070 0113

Email: tmg@glas.agency

Attention: Transaction Management Group/Pepkor Europe Limited