

MG01

Particulars of a mortgage or charge

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LASERFORM

**A fee is payable with this form**

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



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is**

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

MONDAY



LD2 21/05/2012 #36  
COMPANIES HOUSE

lease  
ov uk

1

**Company details**

Company number

0 7 9 1 6 8 5 8

Company name in full

Kingfisher General Partner Limited (in its capacity as general  
partner of  
Kingfisher Limited Partnership ("Chargor"))

3

For official use



**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

01 05 2012

3

**Description**

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

Description

Group Debenture (the "Deed")

4

**Amount secured**

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

Amount secured

All present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or alone or in any  
other capacity whatsoever) of each Obligor to the Secured Parties  
(or any of them) under or pursuant to any Finance Document  
(including all monies covenanted to be paid under the Deed), (the  
"Secured Obligations")

(see continuation page)

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

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

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

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

Name	The Royal Bank of Scotland PLC ("Security Agent")							
Address	Ground Floor, 15 Bishopgate							
	London							
Postcode	E	C	2	P		2	A	P
Name								
Address								
Postcode								

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

Please give the short particulars of the property mortgaged or charged

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

Short particulars

#### 1. GRANT OF SECURITY

##### 1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made

(a) in favour of the Security Agent,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations

##### 1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

(see continuation page)

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>NOTE</b></p> <p><b>In this form</b></p> <p><b>"Account"</b> means each Account as such term is defined in the Senior Facility Agreement and each Account as such term is defined in the Mezzanine Facility Agreement,</p> <p><b>"Account Bank"</b> means the Security Agent,</p> <p><b>"Acquisition Document"</b> has the same meaning as that term given to it in the Senior Facility Agreement,</p> <p><b>"Agent"</b> has the same meaning as "Security Agent",</p> <p><b>"Arrangers"</b> means the Security Agent and Abbey National Treasury Services PLC,</p> <p><b>"Assigned Assets"</b> means the Security Assets expressed to be assigned pursuant to clause 2.2 (<i>Security assignments</i>),</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p><b>"Borrower"</b> means Kingsfisher Limited Partnership, a limited partnership registered in England and Wales in accordance with the Limited Partnership Act 1907 under number LP014957 acting by its <b>"General Partner"</b> for the time being Kingfisher General Partner Limited,</p> <p><b>"Cash Collateral Accounts"</b> means each Account other than the General Account (each as defined in the Senior Facility Agreement and/or the Mezzanine Facility Agreement), including but not limited to the accounts (if any) specified as such in part 3 of the schedule hereto (<i>Details of Security Assets</i>),</p> <p><b>"Charged Investments"</b> means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p><b>"Charged Properties"</b> has the same meaning as that term given to it in the Senior Facility Agreement,</p> <p><b>"Charged Securities"</b> means</p> <ol style="list-style-type: none"> <li>the securities specified in part 2 of the schedule hereto (<i>Details of Security Assets</i>), and</li> <li>all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or <i>"investments"</i> (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf</li> </ol>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>or in which the Chargor has an interest at any time,</p> <p><b>"Collection Account"</b> has the meaning given to that term in clause 11 7a) of the Deed,</p> <p><b>"Company"</b> means</p> <ul style="list-style-type: none"> <li>(i) Kingfisher Nominee 1 Limited with registration number 7978133,</li> <li>(ii) Kingfisher Nominee 2 Limited with registration number 7978137,</li> <li>(iii) Kingfisher General Partner Limited with registration number 07916858, and</li> <li>(iv) Kingfisher Car Parks Limited with registration number 8005364,</li> </ul> <p><b>"Debenture Security"</b> means the Security created or evidenced by or pursuant to the Deed,</p> <p><b>"Default Rate"</b> means the rate of interest determined in accordance with clause 10 3 of the Senior Facility Agreement and clause 10 3 of the Mezzanine Facility Agreement,</p> <p><b>"Delegate"</b> means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,</p> <p><b>"Event of Default"</b> has the meaning given to that term in the Intercreditor Agreement,</p> <p><b>"Facility"</b> means the term loan facility made available under the Senior Facility Agreement as described in clause 2 (<i>The Facility</i>),</p> <p><b>"Finance Documents"</b> means the Senior Finance Documents and the Mezzanine Finance Documents,</p> <p><b>"Finance Party"</b> means the Agent, an Arranger, the Security Agent, a Lender or a Hedge Counterparty,</p> <p><b>"General Account"</b> means a current account</p> <ul style="list-style-type: none"> <li>(a) held by the Borrower with the Account Bank with account number 31329193 and sort code 16-04-00,</li> <li>(b) subject to Transaction Security which Security is in form and substance satisfactory to the Agent and the Security Agent, and</li> <li>(c) from which withdrawals may be made by the Borrower while no Event of Default has occurred and is continuing,</li> </ul> <p>as the same may be redesignated, substituted or replaced from time to time,</p>	

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

**"Guarantors"** means

- (a) Kingfisher General Partner Limited, England and Wales with number 7916858,
- (b) Kingfisher Nominee 2 Limited, England and Wales with number 7978137,
- (c) Kingfisher Nominee 1 Limited, England and Wales with number 7978133,
- (d) Kingfisher Car Parks Limited, England and Wales with number 8005364,

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Borrower and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facility which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Senior Facility Agreement requires to be hedged,

**"Hedge Counterparty"** has the same meaning as that term given to it in the Senior Facility Agreement,

**"Insurances"** means all policies of insurance (and all cover notes) in relation to the Property which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 4 of the schedule hereto (*Details of security assets*)),

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to

- a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

**"Intercreditor Agreement"** means the intercreditor agreement dated 30 April 2012 and made between (among others) (1) the Agent, (2) the Security Agent, (3) the Mezzanine Agent, (4) the Hedge Counterparties, (5) the Borrower, (6) the other Obligors,

**"Lease"** means any lease, agreement for lease, licence, tenancy or other agreement

- (a) permitting occupation of any Charged Property to which any Charged Property may from time to time be subject, and
- (b) in respect of which an Obligor is (or on completion of an Acquisition Document will be) the immediate landlord;

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## Particulars of a mortgage or charge

4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	<p><b>"Lender"</b> has the same meaning as that term given to it in the Senior Facility Agreement,</p> <p><b>"Mezzanine Agent"</b> means the "Agent" under and as defined in the Mezzanine Facility Agreement,</p> <p><b>"Mezzanine Facility Agreement"</b> means the mezzanine facility agreement dated on 30 April 2012 and made between (1) Kingfisher Limited Partnership (acting by its general partner Kingfisher General Partner Limited) as Borrower (2) Kingfisher General Partner Limited as General Partner (3) the Companies listed in Part 1 of Schedule 1 to it as Guarantors (4) The Royal Bank of Scotland Plc as Arranger, (5) The Royal Bank of Scotland Plc as Original Lender (6) The Royal Bank of Scotland Plc as Agent (7) The Royal Bank of Scotland Plc as Security Agent and (8) The Royal Bank of Scotland Plc as Account Bank,</p> <p><b>"Mezzanine Finance Documents"</b> means each "<i>Finance Document</i>" as that term is defined in the Mezzanine Facility Agreement,</p> <p><b>"Mezzanine Finance Party"</b> means any Finance Party as defined in the Mezzanine Facility Agreement,</p> <p><b>"Obligor"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Borrower,</li> <li>(b) a Guarantor, and</li> <li>(c) the General Partner,</li> </ul> <p><b>"Permitted Security"</b> has the same meaning as that given to it in the Senior Facility Agreement,</p> <p><b>"Property"</b> has the same meaning as the term given to it in the Senior Facility Agreement,</p> <p><b>"Quasi-Security"</b> has the meaning given to that term in clause 23 11 (<i>Negative pledge</i>),</p> <p><b>"Real Property"</b> means all Real Property at the date of the Deed or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (<i>Details of Security Assets</i>)),</p> <p><b>"Receivables"</b> means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever), other than Rental Income, together with</p> <ul style="list-style-type: none"> <li>a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and</li> </ul>	

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

- b) all proceeds of any of the foregoing,

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent,

**"Related Rights"** means, in relation to any Charged Security

- a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Relevant Contract"** means

- a) each Acquisition Document (as defined in the Senior Facility Agreement),
- b) each Hedging Agreement, and
- c) the Management Agreement (as defined in the Senior Facility Agreement),

together with each other agreement supplementing or amending or novating or replacing the same,

**"Rental Income"** means **"Rental Income"** as defined in the Senior Facility Agreement prior to the Senior Discharge Date and the Mezzanine Facility Agreement following the Senior Discharge Date but as if references to *"Charged Property"* were references to *"Property"*,

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement,

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

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,

**"Security Period"** means the period beginning on the date of the Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

**"Senior Discharge Date"** has the meaning given to that term in the Intercreditor Agreement,

**"Senior Facility Agreement"** means the facility agreement dated on 30 April 2012 and made between (1) Kingfisher Limited Partnership (acting by its general partner, Kingfisher General

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Particulars of a mortgage or charge

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## Amount secured

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

Amount secured

Partner Limited) as Borrower, (2) Kingfisher General Partner Limited as General Partner, (3) the companies listed in part 1 of schedule 1 as Guarantors, (4) The Royal Bank of Scotland plc and Abbey National Treasury Services plc as Arrangers, (5) the financial institutions listed in part 2 of schedule 1 as Original Lenders, (6) The Royal Bank of Scotland plc as Agent, (7) The Royal Bank of Scotland plc as Security Agent and (8) The Royal Bank of Scotland plc as Account Bank, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrower, and

"**Senior Finance Documents**" means each "*Finance Document*" as that term is defined in the Senior Facility Agreement,

"**Senior Finance Party**" means any Finance Party as defined in the Senior Facility Agreement,

"**Transaction Security**" has the same meaning as that given to it in the Senior Facility Agreement, and

"**Transaction Security Documents**" has the same meaning as that given to it in the Senior Facility Agreement

### SCHEDULE 1: DETAILS OF SECURITY ASSETS

#### Part 1: Real Property

NONE

#### Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Kingfisher General Partner Limited (legal) and Kingfisher Limited Partnership (beneficial)	Kingfisher Car Parks Limited	Ordinary	1	1 ordinary share of £1

#### Part 3: Charged Accounts

##### Cash Collateral Accounts

Account holder	Account number	Type	Account Bank	Account bank branch address and sort code
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## Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Kingfisher Limited Partnership	31329231	Covenant Cure Account	The Royal Bank of Scotland plc	16-04-00	
Kingfisher Limited Partnership	31329266	Insurance Proceeds Account	The Royal Bank of Scotland plc	16-04-00	
Kingfisher Limited Partnership	31329215	Prepayment Account	The Royal Bank of Scotland plc	16-04-00	
Kingfisher Limited Partnership	31329258	Rent Account	The Royal Bank of Scotland plc	16-04-00	
Kingfisher Limited Partnership	31329223	Capex Reserve Account	The Royal Bank of Scotland plc	16-04-00	
Kingfisher Limited Partnership	31329274	Cash Sweep Account	The Royal Bank of Scotland plc	16-04-00	

### General Account

Account holder	Account number	Account Bank	Account bank branch address and sort code	
Kingfisher Limited Partnership	31329193	The Royal Bank of Scotland plc	16-04-00	

### Part 4: Insurances

Chargor	Insurer	Policy number	
Kingfisher Limited Partnership	Allianz Insurance plc	75/SP/22181915/12	

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Particulars of a mortgage or charge

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

Amount secured

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>2. FIXED SECURITY</b></p> <p><b>2.1 Fixed charges</b></p> <p>The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>(a) by way of first legal mortgage</p> <p>(i) the Real Property specified in part 1 of the schedule hereto (<i>Details of Security Assets</i>), and</p> <p>(ii) all other Real Property (if any) at the date of the Deed vested in, or charged to, such Chargor (not charged by clause 2 1a)(i)),</p> <p>(b) by way of first fixed charge</p> <p>(i) all other Real Property and all interests in Real Property (not charged by clause 2 1a)),</p> <p>(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(iii) the proceeds of sale of all Real Property,</p> <p>(iv) the benefit of any rental deposit given or charged to the Chargor by any occupier of any Real Property,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 2 1a) or 2 1b)) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge</p> <p>(i) all computers, vehicles, office equipment and other equipment (not charged by clause 2 1c)), and</p> <p>(ii) the benefit of all contracts, licences and warranties relating to the same,</p> <p>(e) by way of first fixed charge</p> <p>(i) the Charged Securities referred to in part 2 of the schedule hereto (<i>Details of Security Assets</i>), and</p> <p>(ii) all other Charged Securities (not charged by clause 2 1e)(i)),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p>	

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

(f) by way of first fixed charge

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts;

(iii) all other accounts of the Chargor (other than the General Account) with any bank, financial institution or other person at any time (not charged by clause 2 1f) (i) or 2 1f)(ii) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge the Intellectual Property,

(h) to the extent that any Assigned Asset is not effectively assigned under clause 2 2 (*Security assignments*), by way of first fixed charge such Assigned Asset,

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets,

(ii) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them, and

(iii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

### 2.2 Security assignments

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) all Rental Income (to the extent not validly mortgaged or charged within any of clause 2 1a) or 2 1b)),

(b) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,

(c) each of the following

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

(i) all Insurances specified in part 4 of the schedule hereto (*Details of Security Assets*), and

(ii) all other Insurances (not assigned by clause 2 2c)(i)),

and all claims under the Insurances and all proceeds of the Insurances, and

(d) all other Receivables (not otherwise assigned under this clause 2 2)

To the extent that any Assigned Asset described in clause 2 2c) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.

#### 2.3 Notice of assignment and/or charge - immediate notice

Immediately upon execution of the Deed (and immediately upon the obtaining of any Insurance or the execution of any Relevant Contract or the opening of any Charged Account after the date of the Deed) the Chargor shall:

(a) in respect of each Charged Account deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 of the Deed (*Form of notice to and acknowledgement from Account Bank*),

(b) in respect of each Lease to which it is a party, deliver a duly completed notice to each tenant and each other party to that Lease in the form agreed by the Security Agent prior to the date of the Deed,

(c) in respect of each Hedging Agreement, deliver a duly completed notice of assignment to each other party to that Hedging Agreement, and use its reasonable endeavours to procure that each such person executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Deed (*Form of notice to and acknowledgement from hedging counterparty*),

(d) in respect of each Relevant Contract, deliver a duly completed notice of assignment to each other party to that document, and use reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 of the Deed (*Form of notice to and acknowledgment by party to Relevant Contract*),

(e) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 6 of the Deed (*Form of notice to and acknowledgement by insurers*), and

(f) or, in each case, in such other form as the Security Agent shall agree

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>2.4 Assigned Assets</b></p> <p>The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed</p> <p><b>3. FLOATING CHARGE</b></p> <p>The Chargor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 2.1 (<i>Fixed charges</i>), clause 2.2 (<i>Security assignments</i>) or any other provision of the Deed</p> <p><b>4. CONVERSION OF FLOATING CHARGE</b></p> <p><b>4.1 Conversion by notice</b></p> <p>The Security Agent may, by written notice to the Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if</p> <ul style="list-style-type: none"> <li>(a) an Event of Default has occurred and is continuing, or</li> <li>(b) the Security Agent considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</li> </ul> <p><b>4.2 Small companies</b></p> <p>The floating charge created under the Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor</p> <p><b>4.3 Automatic conversion</b></p> <p>The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <ul style="list-style-type: none"> <li>(a) in relation to any Security Asset which is subject to a floating charge if <ul style="list-style-type: none"> <li>(i) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written</li> </ul> </li> </ul>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>consent of the Security Agent, or</p> <p>(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p> <p>over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).</p> <p><b>4.4 Partial conversion</b></p> <p>The giving of a notice by the Security Agent pursuant to clause 4.1 (<i>Conversion by notice</i>) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Secured Parties</p> <p><b>5. CONTINUING SECURITY</b></p> <p><b>5.1 Continuing security</b></p> <p>The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p><b>5.2 Additional and separate security</b></p> <p>The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which any Secured Party may at any time hold for any Secured Obligation.</p> <p><b>5.3 Right to enforce</b></p> <p>The Deed may be enforced against the Chargor without any Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.</p> <p><b>6. UNDERTAKINGS BY THE CHARGORS</b></p> <p><b>6.1 Negative pledge and disposals</b></p> <p>The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent</p> <p>(a) create or permit to subsist any Security or Quasi-Security on any Security Asset except for any Permitted Security, or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a</p>

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except as expressly permitted under the Senior Facility Agreement (on or before the Senior Discharge Date) and thereafter the Mezzanine Facility Agreement)

#### 7. SET-OFF

##### 7.1 Set-off rights

(a) Each Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Secured Party by any Company) against any matured obligation owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 7 1a)), each Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

(c) If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

(d) If either obligation is unliquidated or unascertained, the Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

##### 7.2 Time deposits

Without prejudice to clause 7 1 (*Set-off*), if any time deposit matures on any account which the Chargor has with any Secured Party at a time within the Security Period when

(a) the Debenture Security has become enforceable, and

(b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Secured Party in its absolute discretion considers appropriate unless the Secured Party otherwise agrees in writing

#### 8. FURTHER ASSURANCES

##### 8.1 Further action

The Chargor shall (and the Borrower shall procure that each other Company shall) at its own



# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged
Short particulars	<p>expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for</p> <ul style="list-style-type: none"> <li>(a) creating, perfecting or protecting the Security intended to be created by the Deed or any other Transaction Security Document,</li> <li>(b) facilitating the realisation of any Security Asset,</li> <li>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or</li> <li>(d) creating and perfecting Security in favour of the Security Agent or the other Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Deed or any other Transaction Security Document</li> </ul> <p>This includes</p> <ul style="list-style-type: none"> <li>(i) the re-execution of the Deed or such Transaction Security Document,</li> <li>(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and</li> <li>(iii) the giving of any notice, order or direction and the making of any filing or registration,</li> </ul> <p>which, in any such case, the Security Agent may think expedient</p> <p><b>8.2 Finance Documents</b></p> <p>The Chargor shall (and the Borrower shall procure that each other Company shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents</p> <p><b>8.3 Specific security</b></p> <p>Without prejudice to the generality of clause 8 1 (<i>Further action</i>), the Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 4 (<i>CONVERSION OF FLOATING CHARGE</i>))</p> <p><b>9. POWER OF ATTORNEY</b></p>

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of the Debenture Security has occurred which the Chargor is obliged to take under the Deed, including under clause 8 (*FURTHER ASSURANCES*) or, if no Event of Default is continuing, which the Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 9

#### 10. CHANGES TO THE PARTIES

##### 10.1 Chargors

The Chargor may not assign any of its rights or obligations under the Deed

##### 10.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under the Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. The Chargor shall, promptly upon being requested to do so by the Security Agent, enter into such documents as may be necessary to effect such assignment or transfer

#### 11. MISCELLANEOUS

##### 11.1 Tacking

(a) Each Senior Finance Party and Mezzanine Finance Party shall perform its obligations under the Senior Facility Agreement and the Mezzanine Facility Agreement (including any obligation to make available further advances)

(b) The Deed secures advances already made and further advances to be made

# MG01

## Particulars of a mortgage or charge

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

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

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

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

Commission, allowance or discount

NIL

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).


We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X  X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

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

Contact name Ana Aller Ref: 68860/120574

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX: 33866 Finsbury Square

Telephone 08700 111 111



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



### Important information

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



### How to pay

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

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



### Where to send

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

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

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

**For companies registered in Northern Ireland:**

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7916858  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 1  
MAY 2012 AND CREATED BY KINGFISHER GENERAL PARTNER  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR TO THE SECURED PARTIES ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 21 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MAY 2012

*De*

