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MG01

Particulars of a mortgage or charge



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

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



L13REFU8

LD2

01/03/2012

#47

COMPANIES HOUSE

For official use

1 Company details

Company number ☒ 0 2 4 9 5 6 4 5

Company name in full ☒ Poundland Limited (the **Chargor**)

→ **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 ☒ d2 d1 m0 m2 y2 y0 y1 y2

3 Description

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

Description

☒ A Charge Over Leasehold Property dated 21 February 2012 entered into by the Chargor and
Lloyds TSB Bank plc (the **Security Agent**) (the **Charge**)

4 Amount secured

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

Amount secured

All the Liabilities and all other present and future obligations
(whether actual or contingent and whether owed jointly or severally
or in any other capacity whatsoever) at any time due, owing or
incurred by any member of the Group (including the Chargor) to any
Secured Party under the Finance Documents, both actual and
contingent and whether incurred solely or jointly and as principal or
surety or in any other capacity (the **Secured Obligations**)

Terms used but not defined have the meaning given to them in the
continuation sheets attached

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

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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

Name	✓	Lloyds TSB Bank plc
Address	✓	10 Gresham Street, London
Postcode		E C 2 V 7 A E
Name		
Address		
Postcode		

Continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Please see continuation sheets

Continuation page

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

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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 *Allen & Overy LLP* X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form 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 Jessica Cairns

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 4994



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 or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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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>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) All the Security created by the Charge</p> <p>(i) has been created in favour of the Security Agent as agent and trustee for the Secured Parties,</p> <p>(ii) is security for the payment, discharge and performance of all the Secured Obligations, and</p> <p>(iii) is, where relevant, made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) The Security Agent holds the benefit of the Charge on trust for the Secured Parties</p> <p>(c) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 or Schedule 2 of the Charge or the schedules to this MG01 does not affect the validity or enforceability of this Security</p> <p>1.2 Land</p> <p>(a) The Chargor has charged</p> <p>(i) by way of a first legal mortgage, all estates or interests in the leasehold property specified in Schedule 1 of the Charge or the schedule to this MG01 and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use such leasehold property, and</p> <p>(ii) subject to first obtaining the relevant landlord consent in accordance with Clause 5 7 (Consent) of the Charge, by way of first fixed charge all estates or interests in any leasehold property specified in Schedule 2 of the Charge or the schedule to this MG01 and such Security is deemed to be created on the date on which the relevant consent is obtained</p> <p>(b) A reference in this Clause 1 2 to a mortgage or charge of any leasehold property includes</p> <p>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any moneys paid or payable in respect of those covenants</p>	

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Short particulars

2. RESTRICTIONS ON DEALINGS

The Chargor has agreed not to

- (a) create or allow to exist any Security on any of its assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under any Finance Document

3. LAND

3.1 Compliance with leases and covenants

The Chargor has agreed not to do or allow to be done any act as a result of which any lease comprised in the Mortgaged Property may become liable to forfeiture or otherwise be terminated

3.2 Leases

The Chargor has in respect of the Mortgaged Property (or any part of it) agreed not to

- (a) grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy,
 - (b) agree to any surrender of any lease or tenancy, or
 - (c) commence any forfeiture proceedings in respect of any lease or tenancy,
- except as permitted under the Facilities Agreement

4. MISCELLANEOUS

4.1 Covenant to pay

The Chargor has agreed to pay or discharge the Secured Obligations in the manner provided for in the Finance Documents

In this Form MG01

Facility Agent means Lloyds TSB Bank plc

Facilities Agreement means the facilities agreement dated 11 August 2010 (as amended and/or amended and restated from time to time) between, amongst others, the Chargor and Lloyds TSB Bank plc as facility agent and security agent

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Finance Documents means the Facilities Agreement, each Compliance Certificate, each Transaction Security Document, the Intercreditor Agreement, each Hedging Agreement, each Ancillary Document, each Accession Agreement, each Transfer Certificate, each Assignment Agreement, each Novation Certificate, the Fees Letters, the Turnover Letter, each Resignation Letter, each Selection Notice, each Increase Confirmation, each Utilisation Request, each Notifiable Debt Purchase Transaction Notice and any other document designated as a Finance Document by the Parent and the Facility Agent (each capitalised term as defined in the Facilities Agreement unless otherwise defined in this MG01)

Group means the Parent and its Subsidiaries from time to time

Intercreditor Agreement means the intercreditor agreement dated 11 August 2010 (as amended and/or amended and restated from time to time) between, amongst others, the Chargor, the Original Lenders, the Facility Agent and the Security Agent and the Arrangers in connection with, amongst other things, the Facilities Agreement (each capitalised term as defined in the Intercreditor Agreement unless otherwise defined in this MG01)

Liabilities means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations under the Debt Documents

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings (each capitalised term as defined in the Intercreditor Agreement unless otherwise defined in this MG01)

Mortgaged Property means all leasehold property included in the definition of Security Assets

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Parent means Poundland Retail Limited, a company incorporated in England and Wales with registered number 07115540

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 assets of the Chargor the subject of the Charge

Secured Parties means the Security Agent, any Receiver or Delegate, the Facility Agent, the Arrangers and the Senior Creditors from time to time but, in the case of the Facility Agent, the Arranger or any Senior Creditor, only if it is a party to the Intercreditor Agreement or (in the case of the Facility Agent or a Senior Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 16.9 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement (each capitalised term as defined in the Intercreditor Agreement unless otherwise defined in this MG01)

Subsidiary means a subsidiary and a subsidiary undertaking as defined in sections 1159 and 1162 of the Companies Act 2006 respectively

SCHEDULE 1

LEASEHOLD PROPERTY – LANDLORD CONSENT NOT REQUIRED

Address	Title Number	Details	Landlord Consent Required
64 High Street, Weston Super Mare, BS23 1HS	ST291700	15-year term commencing on 3 May 2011	Not required
Unit 5, Greenwich Retail Park, Bugsbys Way, Charlton, London, SE7 7TY	TGL349268	15-year term commencing on 31 May 2011	Not required
Unit 1, 46-63 King Street, Hammersmith, London	BGL86355	15-year term commencing on 28 June 2011	Not required

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SCHEDULE 2

LEASEHOLD PROPERTY – LANDLORD CONSENT REQUIRED

Address	Title Number	Details	Landlord Consent Required
17 Crown Street, St Ives, Cambridgeshire, PE27 5EB	CB357842	15-year term commencing on 11 October 2010	Required
7 and 9 Upper Market Square, Hanley, Stoke on Trent, ST1 1NS	SF577066	15-year term commencing on 10 October 2011	Required
Ground and Basement Floors Premises at 284-286 Walworth Road, London SE17 2TE	TGL356238	15-year term commencing on 26 September 2011	Required



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2495645
CHARGE NO. 16

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE DATED 21 FEBRUARY
2012 AND CREATED BY POUNDLAND LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY MEMBER
OF THE GROUP (INCLUDING THE COMPANY) TO ANY
SECURED PARTY 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 1 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES