

MG01

Particulars of a mortgage or charge

231660 / 13



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

MONDAY



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\*A20JSWE0\*

21/01/2013

#216

COMPANIES HOUSE

**1 Company details**

Company number 0 2 4 9 5 6 4 5

Company name in full Poundland Limited

18 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 d1 d7 m0 m1 y2 y0 y1 y3

**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 deed of charge and assignment dated 17 January 2013 between Poundland  
Limited (the **Chargor**) and Lloyds TSB Bank PLC (the **Security Agent**) as  
agent and security trustee for the Secured Parties (as defined below) (the  
**Deed**)

**4 Amount secured**

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

Amount secured All Liabilities (as defined below) 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 (as  
defined below) (including the Chargor) to any  
Secured Party (as defined below) under the Finance  
Documents (as defined below), both actual and  
contingent and whether incurred solely or jointly  
and as principal or surety or in any other capacity  
(the **Secured Obligations**)

**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 Lloyds TSB Bank PLC

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

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 Please see continuation sheet attached

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Particulars of a mortgage or charge

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**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

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**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).

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**Signature**

Please sign the form here

Signature

Signature

X Allen & Overy LLP on behalf of the X  
Security Agent on 18 January 2013

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 NNLC / 0011002-0000957

Company name Allen & Overy LLP

Address One Bishops Square

London

Post town

County/Region United Kingdom

Postcode E 1 6 A D

Country

DX

Telephone 02030880000



### 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)

## **1. CREATION OF SECURITY**

- 1 1 As continuing security for the payment, performance and discharge of the Secured Obligations and as a legal mortgage of land, the Chargor as beneficial owner and also in the case of registered land as registered owner (or the person entitled to be registered as owner) charged by deed the Secured Premises with the payment, performance and discharge to the Security Agent as trustee for the Secured Parties of the Secured Obligations, subject to such terms, conditions, covenants and obligations as are set out in the Deed

The charge created by clause 2 1 of the Deed is a first fixed charge

- 1 2 The Chargor, as beneficial owner and as continuing security for the payment, performance and discharge of the Secured Obligations

(a) charged to the Security Agent as trustee for the Secured Parties all its other estate, right, title or interests in any land or buildings belonging to the Chargor at the time of the creation of the Deed and forming part of the Secured Premises (whether or not the legal estate is vested in the Chargor or registered in the name of the Chargor), and all future estate, right, title or interests of the Chargor in the Secured Premises (whether or not registered) vested in or held by or on behalf of the Chargor from time to time and/or the proceeds of sale thereof together in all cases (to the extent the same are not otherwise subject to a fixed charge under the Deed) all fixtures and fittings (including trade fixtures) and all fixed plant and machinery from time to time in or on the Secured Premises with the payment performance and discharge of the Secured Obligations,

(b) charged, assigned and agreed to assign unto the Security Agent as trustee for the Secured Parties the full benefit of all covenants, agreements, charges, indentures, acknowledgements and undertakings in favour of the Chargor as are contained in the title deeds and any other documents whatsoever relating to the Security Assets together with and without prejudice to the generality of the foregoing the full benefit of

(i) all Rent, sales proceeds and other sums arising out of the ownership, use or occupation of the Secured Premises,

(ii) any covenant, agreement or undertaking for road making or the provision of services or for the payment of road charges or expenses incurred with or in connection with the provision of services or the like in respect of the Secured Premises and any indemnity against payment of any such charges or expenses,

(iii) any and every licence, warranty, covenant, agreement, guarantee or indemnity in respect of the construction, repair and maintenance of the Secured Premises or any property enjoyed in the Secured Premises the benefit of which is enjoyed by the Chargor,

(iv) any other covenant, agreement, undertaking, charge, right, remedy, indemnity, warranties or representations in relation to the Secured Premises,

(v) any Lease, any tenancy or licence of all or any part of the Secured Premises including any guarantees or indemnities, security deposits or other security available to the Chargor in respect of any such Leases or occupational leases and any licences

or consents to assign or otherwise in relation to such Leases, tenancies and licences and any Rent payable thereout or charge thereon and any service charges, management charges, fines, insurance and other premiums and any other monies payable out of any lease, tenancy or licence (including all occupational tenancies) of any part of the Secured Premises, whether such Lease, tenancy or licence or occupational tenancy is created prior to or subject to the Deed,

- (vi) to the extent now or from time to time taken out by the Chargor, all material policies of insurance (whether alone or jointly with others) in respect of the Secured Premises and all monies payable to the Chargor (whether alone or jointly with others) thereunder from time to time,
- (vii) all agreements and contracts from time to time made by the Chargor for the sale of all or any part of the Secured Premises, the granting of a lease of all or any part of the Secured Premises, the granting of any rights, easements or licences over, in respect of or benefiting the Secured Premises and for carrying out any works on all or any part of the Secured Premises, and
- (viii) all rights of the Chargor to be paid or receive compensation under any statute or enactment by reason of any compulsory acquisition or other exercise of compulsory or similar powers in relation to the Security Assets by any local or other authority or government agency or body or any refusal, withdrawal or modification of any planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Security Assets and so that the production of the Deed to the authority, body or person liable to pay such compensation or other payment shall be a sufficient authority to it or him to pay such compensation and/or other monies to the Security Agent

1 3 If for any reason the assignment of any of the Assigned Rights is found to be ineffective or if any sums payable in respect of the Assigned Rights are received by the Chargor, the Chargor shall hold the benefit of the Assigned Rights and any such sum received by it in trust for the Security Agent as trustee for the Secured Parties, and shall account to the Security Agent for or otherwise apply all such sums as the Security Agent may direct and shall otherwise at its own cost (subject to the Security Principles and Clause 21 (*Costs and Expenses*) of the Facilities Agreement) take such action and execute such documents as the Security Agent may reasonably require

#### 1 4 General

- (a) All the Security created by the Deed
  - (i) is created in favour of the Security Agent as agent and trustee for the Secured Parties, and
  - (ii) is security for the payment, discharge and performance of all the Secured Obligations
- (b) The Security Agent holds the benefit of the Deed on trust for the Secured Parties
- (c) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 or Schedule 2 to this Form MG01 does not affect the validity or enforceability of the Security created by the Deed

## **2. RESTRICTIONS ON DEALINGS**

### **2.1 The Chargor must not**

- (a) create or allow to exist any Security on any of the Security 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 the Security Assets,

unless permitted under any Finance Document

## **3. WHEN SECURITY BECOMES ENFORCEABLE**

### **3.1 Timing**

The Security created by the Deed will become immediately enforceable if

- (a) an Event of Default has occurred and is continuing where the Majority Lenders have instructed the Security Agent to enforce all or any part of the Transaction Security, or
- (b) a Declared Default has occurred which is continuing

### **3.2 Enforcement**

After the Security created by the Deed has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Security created by the Deed in any manner it sees fit or as the Majority Lenders direct

## **In this Form MG01:**

**Accession Agreement** means an agreement substantially in the form set out in Schedule 7 (Form of Accession Agreement) to the Facilities Agreement

**Ancillary Document** means each document relating to or evidencing the terms of an Ancillary Facility (as defined in the Facilities Agreement)

**Assigned Rights** means all present and future rights and benefits whatsoever, provision for the assignment of which is made by clause 2.2(b) of the Deed

**Assignment Agreement** means an assignment agreement substantially in the form set out in Schedule 6 (Form of Accession Agreement) to the Facilities Agreement or in any other form agreed with the Facility Agent

**Commitment** means, in relation to a Lender, its Facility A Commitment, its Facility B Commitment or its Revolving Facility Commitment (each as defined in the Facilities Agreement)

**Compliance Certificate** means a certificate substantially in the form of Schedule 9 (Form of Compliance Certificate) to the Facilities Agreement

**Declared Default** means an Event of Default in respect of which a notice has been served pursuant to Clause 27.17 (Acceleration) of the Facilities Agreement

**Event of Default** means any event or circumstance specified in Clause 27 (Events of Default) of the Facilities Agreement

**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

**Facility Agent** means Lloyds TSB Bank PLC in its capacity as facility agent for the Finance Parties under the Finance Documents

**Fees Letters means:**

- (a) any letter or letters dated on or about the date of the Facilities Agreement between the Parent and the Arrangers (as defined in the Facilities Agreement), and the Parent, the Facility Agent and the Security Agent setting out any of the fees referred to in Clause 16 (Fees) of the Facilities Agreement,
- (b) any other letter or letters between the Parent and any Increase Lenders (as defined in the Facilities Agreement) setting out any fees payable referred to in Clause 22 (Increase) of the Facilities Agreement, and
- (c) any other agreement setting out fees payable to a Finance Party referred to in the Facilities Agreement or under any other Finance Document

**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

**Finance Party** means Arranger, each Agent, each Lender, each Ancillary Lender, each Issuing Bank and each Hedge Counterparty (each as defined in the Facilities Agreement)

**Group** means the Parent and its Subsidiaries from time to time

**Hedging Agreement** has the meaning given to that term in the Intercreditor Agreement

**Increase Confirmation** means a confirmation substantially in the form set out in Schedule 13 (Form of Increase Confirmation) to the Facilities Agreement

**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 (each as defined in the Facilities Agreement) in connection with, amongst other things, the Facilities Agreement

**Leases** means each occupational lease or licence or right to occupy to which the Security Assets (or any part thereof) may be subject from time to time and “Lease” means any of them

**Lenders** means the Facility A Lenders, the Facility B Lenders and the Revolving Facility Lenders (each as defined in the Facilities Agreement)

**Lessees** means each lessee, tenant, licensee or any other party having a right of occupation under a Lease and “Lessee” means any of them



**Liabilities** has the meaning given to that term in the Intercreditor Agreement

**Majority Lenders** means, at any time

- (a) Lenders whose aggregate Commitments at that time aggregate more than 66⅔%, of the Total Commitments at that time, or
- (b) if the Total Commitments have at that time been reduced to zero, Lenders whose Commitments aggregated more than 66⅔%, of the Total Commitments immediately before the relevant reduction

**Notifiable Debt Purchase Transaction Notices** means each of the notices referred to in Clauses 29 2(c) and (d) (Disenfranchisement on Debt Purchase Transactions entered into by Sponsor Affiliates) of the Facilities Agreement

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

**Rent** means the aggregate of amounts payable to or for the benefit of the Chargor pursuant to the terms of the Leases from time to time as a fee or other payment for occupying the area demised and includes (but without duplication) each of the following amounts

- (a) all rentals and other amounts payable by Lessees under the Leases,
- (b) any sum received from any rent deposit which is not refundable held as security for performance of any Lessee's obligations,
- (c) any other monies payable to the Chargor in respect of occupation and/or usage of the Security Assets (or any part thereof) and every fixture and fitting thereof, and any and every fixture thereon for display or advertisement on licence or otherwise,
- (d) any mesne profits, damages, compensation, settlement or expenses for or in respect of any period of occupation of the Security Assets (or any part thereof) whether or not pursuant to a Lease or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claims made for the same, net of any costs, fees and expenses paid or payable (and which have not been reimbursed to and which are not recoverable by the Chargor) in furtherance of such proceedings so taken or claims so made,
- (e) cost, fees and expenses deducted from the amounts referred to in paragraph (d) above to the extent that such costs, fees and expenses are subsequently recovered by the Chargor,
- (f) any monies payable under any policy of insurance in respect of loss of rent or interest thereon,
- (g) any sum payable or the value of any consideration to be given by or on behalf of the tenant for the surrender or variation of any Lease,
- (h) any sum payable by any guarantor of any Lessee under any Lease which would qualify as Rent for the purpose of this definition, and
- (i) any interest payable on any sum referred to above,

but excluding therefrom (other than any profit element thereof) any VAT payable on any of the items listed in paragraphs (a) to (h) (inclusive) above

**Resignation Letter** means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) to the Facilities Agreement

**Secured Party** has the meaning given to that term in the Intercreditor Agreement

**Secured Premises** means the land described in the Schedule 1 and Schedule 2 to the Deed (and as attached as Schedule 1 and Schedule 2 to this Form MG01) and includes all or any portion of such land including any part thereof which is charged thereunder and also includes a reference to any present or future estate, right, title and interest of the Chargor in such lands and to any buildings now erected or in the course of erection or thereafter to be erected thereon and all alterations and/or additions thereto and every part thereof and includes all easements, rights and privileges, rights to production of documents and liquor licences attaching thereto

**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 the assets of the Chargor the subject of the Deed

**Security Principles** means the principles set out in Schedule 14 (Security Principles) to the Facilities Agreement

**Selection Notice** means, in relation to a Term Advance (as defined in the Facilities Agreement), a notice substantially in the form set out in Part 2 of Schedule 3 (Requests) to the Facilities Agreement

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

**Total Commitments** means the aggregate of all the Commitments at any time

**Transaction Security** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

**Transaction Security Documents** means each of the documents listed as being, or referred to as being, a Transaction Security Document in

- (a) Part 2 (Conditions Precedent to Initial Utilisation) of Schedule 2 (Conditions Precedent) to the Facilities Agreement, and
- (b) Part 3 (Conditions Precedent Required to be Delivered by an Additional Obligor) of Schedule 2 (Conditions Precedent) to the Facilities Agreement,

together with, in each case, any other document entered into by any Obligor (as defined in the Facilities Agreement) creating or expressed to create any Security over all or any part of its assets in respect of the obligations of members of the Group to the Finance Parties under any of the Finance Documents

**Transfer Certificate** means a certificate substantially in the form set out in Schedule 5 (Form of Transfer Certificate) to the Facilities Agreement or in any other form agreed between the Facility Agent and the Parent

**Turnover Letter** means a turnover letter from those Original Investors (as defined in the Facilities Agreement) to whom the Reports (as defined in the Facilities Agreement) have been addressed confirming, amongst other things, that they will turnover any cash receipts in respect of the Reports to the Parent or, as the case may be, the Security Agent.

**Utilisation Request** means a notice requesting a Facility A Advance, Facility B Advance, a Revolving Facility Advance, the issue of a Letter of Credit or the renewal of a Letter of Credit (each as defined in the Facilities Agreement) in a form substantially similar to that set out in Part 1 or Part 2 (as appropriate) of Schedule 3 (Requests) to the Facilities Agreement

**VAT** means value added tax as provided for in the Value Added Tax Act 1994 or any other tax of a similar nature whether of the UK or elsewhere

## SCHEDULE 1

### Leasehold Property – Landlord Consent Not Required

Address	Title Number	Details	Landlord Consent Required
Units 15-17 Stillorgan Shopping Centre, Stillorgan, Co Dublin	N/A	15-year term commencing on 9 August 2012	Not required
19/20 Main Street, Gorey, Co Wexford	N/A	15-year term commencing on 23 April 2012	Not required
95C Omni Park, Swords Road, Dublin 9	N/A	15-year term commencing on 1 March 2012	Not required
Unit 110, Level 1, The Square, Towncentre, Tallaght, Dublin 24	N/A	15-year term commencing on 11 August 2012	Not required

**SCHEDULE 2**

**Leasehold Property – Landlord Consent Required**

*None at the date of the Deed*



## **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. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE AND  
ASSIGNMENT DATED 17 JANUARY 2013 AND CREATED BY  
POUNDLAND LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM ANY MEMBER OF THE GROUP 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 21 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2013

*Do*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**