

# MG01

## Particulars of a mortgage or charge

COMPANIES HOUSE  
FEE PAID  
EDINBURGH

**iris**  
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



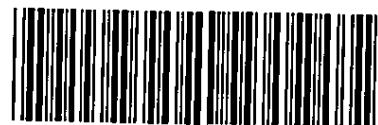
**What this form is NOT for**

You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

<b>1</b>	<b>Company details</b>	15	For official use
Company number	02495645	<b>→ Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *	
Company name in full	Poundland Limited (the "Chargor")		
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	30/09/2010		
<b>3</b>	<b>Description</b>		
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Standard Security dated 24 October 2010		
<b>4</b>	<b>Amount secured</b>		
	Please give us details of the amount secured by the mortgage or charge		
Amount secured	The payment, discharge and performance of all the Secured Obligations  Any capitalised terms not defined herein are defined in the MG01(C1) continuation page.	<b>Continuation page</b> Please use a continuation page if you need to enter more details	

FRIDAY



SCT 08/10/2010 377  
COMPANIES HOUSE

**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 as agent and trustee (the "Security Agent")

Address 25 Gresham Street

London

Postcode E C 2 V 7 H N

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

ALL and WHOLE the tenant's interest under the Lease between Neale House Properties (Motherwell) Limited and John Menzies (Holdings) Limited dated 4 and 18 December 1978 (as subsequently varied) of ALL and WHOLE the subjects known generally as 50/52 Brandon Parade South, Motherwell being registered in the Land Register of Scotland under Title Number LAN131648 (the "Security Subjects")

# 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

### 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 866)

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 870). 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

Partner, for Tods Murray LLP

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 Thomas Murdock

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 A G

Country Scotland

DX DX ED58 Edinburgh

Telephone 0131 656 2000



### 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)

# MG01 - continuation page

## Particulars of a mortgage or charge

4

### Amount secured

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

### Amount secured

#### DEFINITIONS

"Arrangers" means the financial institutions named on the signing pages as Arrangers in the Intercreditor Agreement

"Company" means Poundland Holdings Limited, a company incorporated in England and Wales with registration number 4386329

"Creditors" means the Senior Lenders, the Hedge Counterparties, the Intra-Group Lenders and any Subordinated Debt Providers as defined in the Intercreditor Agreement

"Debt Document" means each of the Intercreditor Agreement, the Hedging Agreements, the Finance Documents, the Security Documents, the Subordinated Debt Documents, any agreement evidencing the terms of the Structural Intra-Group Loans, the Subordinated Debt Liabilities or the Intra-Group Liabilities and any other document designated as such by the Security Agent and the Parent, all as defined in the Intercreditor Agreement

"Debtor" means each Original Debtor and any person which becomes a Party as a Debtor in accordance with the terms of Clause 16 (Changes to the Parties) of the Intercreditor Agreement

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent

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

"Facility Agent" means Lloyds TSB Bank plc, acting in its capacity as facility agent

"Facilities Agreement" means the facilities agreement dated on or about the date of the Intercreditor Agreement made between, among others, the Parent, the Company, the Senior Lenders, the Facility Agent and the Security Agent

"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, all terms as defined in the Facilities Agreement

"Intercreditor Agreement" means the agreement dated 11 August 2010 between, amongst others, Poundland Retail Limited as the Parent, Poundland Retail Limited and Poundland Holdings Limited as the Original Debtors (as defined therein), the Original Lenders (as defined therein), the Arrangers (as defined therein) and Lloyds TSB Bank plc in its capacity as Facility Agent (as defined therein) and Security Agent in connection with, amongst other things, the Facilities Agreement (as defined therein)

"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, all terms as defined in the Intercreditor Agreement

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

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property, as defined in the Intercreditor Agreement

"Secured Obligations" means 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

"Secured Party" 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, and all terms as defined in the Intercreditor Agreement

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties as defined in the Intercreditor Agreement

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

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## MG01 - continuation page

Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	

Amount secured

# MG09

## Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**  
You may use this form to give notice  
of a certificate of registration of a  
charge comprising property situated  
in another UK jurisdiction

✗ **What this form is NOT for**  
You cannot use this form as a  
certificate of registration of a charge  
for a company registered  
in Scotland

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

<b>1</b>	<b>Company details</b>	For official use
Company number	0 2 4 9 5 6 4 5	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Poundland Limited (the "Chargor")	

<b>2</b>	<b>Date charge presented</b>	
Date of, and parties to, the charge	<p>It is hereby certified that the charge ①</p> <p>Being a standard security in favour of Lloyds TSB Bank plc (the "Security Agent") over ALL and WHOLE the subjects known generally as 50/52 Brandon Parade South, Motherwell, and under Title Number LAN131648</p> <p>was presented for registration on</p> <p>03 00 00 09 20 01 00</p>	① As described on form MG01 'Particulars of a mortgage or charge'  ② Please tick as appropriate
Jurisdiction	<p>in ②</p> <p><input checked="" type="checkbox"/> Scotland <input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland</p>	

<b>3</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature <i>R Murray</i> X Partner, for Tods Murray LLP X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



## 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. The contact information you give will be visible to searchers of the public record.

Contact name Thomas Murdock

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 A G

Country Scotland

DX DX ED58 Edinburgh

Telephone 0131 656 2000



## 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 shown the date of, and parties to, the charge in Section 2
- ☒ You have declared where the charge was presented for registration
- ☒ You have enclosed the form MG01 and a verified copy of the deed
- ☒ You have signed the form



## Important information

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



## 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



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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)





**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. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH  
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 30  
SEPTEMBER 2010 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 8 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 OCTOBER  
2010

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES