



# 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	The Atrium, Davidson House, Forbury Square, Reading
Postcode	R G 1 3 E U
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 Pursuant to Section 2.1 of the Pledge, as collateral security for the payment and performance in full of all the Secured Obligations, the Grantor hereby pledges, assigns and grants to the Bank, a Lien on and security interest in and to all of the right, title and interest of the Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the **"Pledged Collateral"**)
  - (a) all Securities Collateral;
  - (b) the Cash Collateral Account and all of the Cash Collateral (as such terms are defined in section 5.2 (*Cash Collateral Account*) of the Pledge, set out below);
  - (c) to the extent not covered by clauses (a) and (b) of this sentence, all proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the foregoing
2. Pursuant to section 5.2 (*Cash Collateral Account*) of the Pledge, unless applied by the Bank to the Secured Obligations then due and payable, all sums of money that are paid to the Bank pursuant to the Pledge with respect to the Pledged Collateral shall be deposited into an interest bearing account with the Bank or another financial institution selected by the Bank in its sole discretion (the **"Cash Collateral Account"**). Some or all of the funds from time to time in the Cash Collateral Account may be invested in time deposits, including certificates of deposit issued by the Bank or another financial institution selected by the Bank in its sole discretion (such certificates of deposit or other time deposits being hereinafter referred to, collectively, as **"Time Deposits"**) that are satisfactory to the Bank, provided that, in any such case, arrangements satisfactory to the Bank are made to perfect, and to ensure the First Priority of, its Lien and security interest in such Time Deposits, including entering into any reasonable and customary control agreement. Interest earned on the Cash Collateral Account and on the Time Deposits, and the principal of the Time Deposits at maturity that is not invested in new Time Deposits, shall be deposited in the Cash Collateral Account. The Cash Collateral Account, all sums from time to time held in the Cash Collateral Account, all Time Deposits, all instruments or other writings evidencing the Time Deposits, and all proceeds of any thereof are hereinafter referred to as the **"Cash Collateral"**

# 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

N/A

### 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 *Osborne Carter* 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

Victoria Clarke (Ref 0968698)

Company name

Osborne Clarke

Address

Apex Plaza

Forbury Road

Reading

Post town

County/Region

Postcode

R G I I A X

Country

DX

Telephone

0118 9592848



### 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



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

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) Except as otherwise expressly provided in Section 7 4 of the Pledge, the Grantor shall have no right to withdraw sums from the Cash Collateral Account, to receive any of the Cash Collateral or to require the Bank to relinquish possession of any instruments or other writings evidencing any Time Deposits

### Notes

A Pursuant to Section 2.3 (*Further Assurances*) of the Pledge, the Grantor shall take such further actions, and execute and/or deliver to the Bank such additional financing statements, amendments, assignments, agreements, supplements, powers and instruments, as the Bank may in its reasonable judgment deem necessary or appropriate in order to perfect, preserve and protect the security interest in the Pledged Collateral as provided herein and the rights and interests granted to the Bank hereunder, and enable the Bank to exercise and enforce its rights, powers and remedies hereunder with respect to any Pledged Collateral, including the filing of any financing statements, continuation statements and other documents under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interest created hereby, all in form reasonably satisfactory to the Bank and in such offices wherever required by law to perfect, continue and maintain a valid, enforceable, First Priority security interest in the Pledged Collateral as provided herein and to preserve the other rights and interests granted to the Bank hereunder, as against third parties, with respect to the Pledged Collateral With respect to all Pledged Collateral of a Grantor over which the Bank may obtain "control" within the meaning of section 8-106 of the UCC, the Grantor shall take all actions as may be requested from time to time by the Bank so that control of such Pledged Collateral is obtained and at all times held by the Bank. Without limiting the generality of the foregoing, but subject to applicable law, the Grantor shall make, execute, indorse, acknowledge, file or refile and/or deliver to the Bank from time to time upon reasonable request by the Bank such lists, schedules, descriptions and designations of the Pledged Collateral, statements, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer indorsements, powers of attorney, certificates, reports and other assurances or instruments as the Bank shall reasonably request If an Event of Default has occurred and is continuing, the Bank may institute and maintain, in its own name or in the name of the Grantor, such suits and proceedings as the Bank may deem necessary or expedient to prevent any impairment of the security interest in or the perfection thereof in the Pledged Collateral. All of the foregoing shall be at the sole cost and expense of the Grantor.

B Pursuant to Section 4 4 (*No Transfer of Pledged Collateral*) of the Pledge, the Grantor shall not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any Lien (other than Liens securing the Secured Obligations and the Contested Liens) on, any of the Pledged Collateral pledged by it hereunder or any interest therein except as permitted by the Bank in writing or as permitted pursuant to the Credit Agreement (including Section 9 11 thereof)

# MG01 - continuation page

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

D Pursuant to Section 7.3 (*Continuing Security Interest and Assignment*) of the Pledge, the Pledge shall create a continuing security interest in the Pledged Collateral and shall (a) be binding upon the Grantor and its successors and assigns and (b) inure, together with the rights and remedies of the Bank hereunder, to the benefit of the Bank and its successors, transferees and assigns and its officers, directors, employees, affiliates, agents, advisors and controlling persons, provided that, the Grantor shall not assign or otherwise transfer any of its rights or obligations under the Pledge without the prior written consent of the Bank and any attempted assignment or transfer without such consent shall be null and void

# MG01 - continuation page

Particulars of a mortgage or charge



<p><b>4</b></p>	<p><b>Amount secured</b></p>	
<p>Please give us details of the amount secured by the mortgage or charge</p>		
<p>Amount secured</p>	<p><b>Definitions used in this form:</b></p> <p><b>"Claims"</b> means any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other claims arising by operation of law against, all or any portion of the Pledged Collateral</p> <p><b>"Contested Liens"</b> means, collectively, any Liens incurred in respect of any Claims to the extent that the amounts owing in respect thereof are not yet delinquent or are being contested in good faith and with proper reserves established with respect thereto in accordance with GAAP; provided, however, that such Liens shall in all respects be subject and subordinate in priority to the Lien and security interest created by the Pledge, except if and to the extent that the law or regulation creating, permitting or authorizing such Lien provides that such Lien must be superior to the Lien and security interest created and evidenced hereby.</p> <p><b>"Credit Agreement"</b> means the agreement dated on or about the date of the Pledge and made between the Grantor and the Bank (as amended, amended and restated, supplemented or otherwise modified from time to time)</p> <p><b>"Distributions"</b> means, collectively, with respect to the Grantor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed to the Grantor in respect of or in exchange for any or all of the Pledged Securities</p> <p><b>"Equity Interests"</b> means, any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership (or profit) interests in a Person (other than a corporation), securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interest in) such Person, and any and all warrants, rights or options to purchase any of the foregoing, whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination</p> <p><b>"Event of Default"</b> has the meaning given to it in the Credit Agreement</p> <p><b>"First Priority"</b> means, with respect to any Lien purported to be created in any Pledged Collateral pursuant to the Pledge, such Lien is the most senior lien to which such Pledged Collateral is subject</p> <p><b>"Governmental Authority"</b> the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government (including any supra-national bodies such as the European Union or the European Central Bank)</p> <p><b>"Intercreditor Deed"</b> means the Intercreditor Deed dated as at the date of the Pledge among the Grantor, the Bank, the subsidiaries of the Grantor party there to and the creditors party thereto</p>	

# MG01 - continuation page

Particulars of a mortgage or charge



5

## Mortgagee(s) or person(s) entitled to the charge

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

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode



# 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 used in this form (continued):

**"Loan Documents"** means, collectively, the Pledge, the Credit Agreement, the Intercreditor Deed and all other agreements, documents, certificates and instruments executed and delivered to the Bank by any Loan Party in connection therewith

**"Lien"** any mortgage, pledge, hypothecation, assignment (as security), deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest, or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever having substantially the same economic effect as any of the foregoing (including, without limitation, any conditional sale or other title retention agreement and any capital lease)

**"Loan Parties"** means, collectively, the Grantor and each subsidiary of the Grantor that is a party to a Loan Document

**"Person"** any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, Governmental Authority or other entity

**"Pledged Securities"** means, collectively, (i) all issued and outstanding Equity Interests listed in Schedule 1 of the Pledge, as follows

Registered Owner	The Gap Partnership Limited
Issuer	The Gap-US LLC
Certificate Number	n/a - uncertificated
Number and Class of Shares	LLC membership interests
Percentage Ownership Interest	100%

and (ii) all Equity Interests issued in respect of the Equity Interests referred to in clause (i) upon any consolidation or merger of any issuer of such Equity Interests (unless the Grantor is the surviving entity formed by or resulting from any consolidation or merger in which any person listed in Schedule 1 of the Pledge is not the surviving entity)

**"Secured Obligations"** means all "Secured Obligations" (as defined in the Omnibus Agreement), but shall in all cases include all obligations of Grantor now or hereafter existing under the Pledge

**"Securities Collateral"** means, collectively, the Pledged Securities and the Distributions

**"UCC"** means the Uniform Commercial Code as in effect from time to time in the State of New York, provided, however, that if by reason of mandatory provisions of law, any or all of the perfection or priority of the Bank's security interest in any item or portion of the Pledged Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions

# MG01 - continuation page

Particulars of a mortgage or charge



5

## Mortgagee(s) or person(s) entitled to the charge

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

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode



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

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

COMPANY NO. 3467764  
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 13  
JULY 2011 AND CREATED BY THE GAP PARTNERSHIP LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO LLOYDS TSB BANK PLC 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  
19 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

PO