

614260/13

In accordance with Section 860 of the Companies Act 2006

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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

SATURDAY



A37 *A22C3UGY* 16/02/2013 #89

COMPANIES HOUSE For Official use

1 Company details

Company number: 0 7 8 9 5 1 6 0

Company name in full: Barratts Trading Limited (the "Company")

→ **Filing 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: 0 7 / 0 2 / 2 0 1 3

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: Debenture (the "Debenture")

4 Amount secured

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

Amount secured: Under clauses 2 and 3 of the Debenture, the Company covenanted to discharge on demand when due all monies, debts and liabilities from time to time due, owing or incurred by the Company to the Finance Parties (other than in their capacity as shareholders of the Company or any holding company of the Company) of any kind and in any currency (whether incurred alone or jointly with another, whether actual or contingent, and whether as principal or surety), including any monies, debts and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in a Finance Party and the charges, commission, Costs and Interest of the Finance Parties (the "Secured Liabilities")

Please see attached continuation sheet

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>DEFINITIONS</p> <p>The terms defined in this Form MG01 and its continuation pages have the same meaning as given to them below, unless otherwise stated</p> <p>Costs means all costs, charges or expenses on a full indemnity basis of any kind including costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on those costs, charges, expenses and disbursements;</p> <p>Finance Documents means</p> <ul style="list-style-type: none">(a) the Parent Loan Agreement,(b) the Investor Loan Agreement,(c) the Security Documents,(d) the GB Finance Documents,(e) any other document under which a member of the Group owes money to a Finance Party (other than in the Finance Party's capacity as shareholders of that Group member or any holding company of that Group member),(f) any other loan, loan note or other credit facility under which an Obligor is a borrower and where the document governing the terms of such loan, loan note or credit facility is designated as a 'Finance Document' by agreement between the Security Trustee and the relevant Obligor from time to time for the purposes of the Debenture, <p>Finance Parties means</p> <ul style="list-style-type: none">(a) the Parent as lender under the Parent Loan Agreement,(b) each party to the Investor Loan Agreement other than the Obligors,(c) the Security Trustee,(d) to the extent that the Company now or in the future creates fixed charge security over any of its receivables and/or bank accounts in favour of the Security Trustee, GB, and(e) any lender under any other loan, loan note or other credit facility under which an Obligor is a borrower and where the document governing the terms of such loan, loan note or credit facility is designated as a 'Finance Document' by agreement between the Security Trustee and the relevant Obligor from time to time for the purposes	

4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>of the Debenture,</p> <p>and Finance Party means any of them and shall include their permitted transferees, successors and assigns,</p> <p>GB means GB Europe Management Services Limited (Registered No 07203456),</p> <p>GB Facility Agreement means the £3,100,000 senior secured term loan facility agreement dated 2 March 2012 between (1) the Company (2) Stormflow and (3) GB,</p> <p>GB Finance Documents shall have the meaning ascribed to 'Finance Documents' in the GB Facility Agreement,</p> <p>Guarantor means the Company and Stormflow each in its capacity as a guarantor of the obligations of each other Obligor to the Finance Parties pursuant to clause 2 of the Debenture,</p> <p>Group means each Obligor and each of its Subsidiaries from time to time (if any),</p> <p>Interest means interest at the rate charged by any of the Finance Parties to the Company under a Finance Document from time to time,</p> <p>Investor Loan Agreement means a loan agreement between, amongst others, Arnold Securities Limited and the Company dated on or around the date hereof,</p> <p>Obligors means the Company, Stormflow, each Guarantor and any other member of the Group which incurs any obligation to a Finance Party under the Finance Documents (and each, an Obligor),</p> <p>Parent means Redbreak Limited (Registered No 07858367),</p> <p>Parent Loan Agreement means the loan agreement dated 13 January 2012 (as amended from time to time) between the Parent and the Company, together with any related or replacement agreement under which monies are advanced or re-advanced to the Company by the Parent,</p> <p>Security Documents means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the Secured Liabilities including the Debenture,</p> <p>Security Interest means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including any 'hold-back' or 'flawed asset' arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback, arrangement, trust, agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive</p>	

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4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>effect as the creation of security,</p> <p>Security Trustee shall have the meaning ascribed to it in section 5 of this Form MG01,</p> <p>Stormflow means Stormflow Limited (Registered No 07858196) whose registered office is at BPL House, 880 Harrogate Road, Apperley Bridge, Bradford, West Yorkshire BD10 0NW, and</p> <p>Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and Subsidiaries shall be construed accordingly</p>	

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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	Continuation page Please use a continuation page if you need to enter more details
Name	Arnold Securities Limited (00967268) (the "Security Trustee")	
Address	Town Centre House, The Merrion Centre, Leeds	
	West Yorkshire	
Postcode	L S 2 8 L Y	
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	<p>The terms defined in this Form MG01 and its continuation pages have the same meaning as given to them below, unless otherwise stated</p> <p>Pursuant to clause 3 of the Debenture, the Company, as a continuing security for the discharge on demand of the Secured Liabilities and with full title guarantee charges to the Security Trustee (as security trustee for itself and the other Finance Parties) the property set out below in the manner set out below</p> <p>1 1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property,</p> <p>1 2 by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Company (not otherwise effectively mortgaged in the Security Trustee's favour by clause 3 1 of the Debenture as detailed in paragraph 1 1 above) and all Rights relating to it,</p> <p>1 3 by way of fixed charge all estates or interests in any freehold or leasehold property in the future vested in or charged to the Company (not otherwise effectively mortgaged or charged in the Security Trustee's favour by clauses 3 1 and 3 2 of the Debenture, as detailed in paragraphs 1 1 and 1 2 above) and all Rights relating to it,</p> <p>1 4 by way of fixed charge, all Intellectual Property of the Company excluding (but only to the extent and for so long as it is not capable of being validly charge by way of fixed charge) the benefit of any present or future agreement or licence relating to such rights,</p> <p>Please see attached continuation sheet</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 5 by way of fixed charge, all the plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles and all other chattels and moveable assets (other than fixtures) of the Company present and future and not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,

1 6 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company,

1 7 by way of fixed charge, all stocks, shares and other securities held by the Company from time to time in any Subsidiary and all income and rights derived from or attaching to them,

1 8 by way of fixed charge all stocks shares interests in limited liability partnerships and other securities of the Company present and future and all income and rights derived from or attaching to them, and

1 9 by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture

DEFINITIONS

Charged Property means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Security Trustee under the Debenture,

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing,

Permitted Security Interest means any Security Interest arising under

- (a) the Debenture (or pursuant to it),
- (b) a composite guarantee and debenture granted by the Company and Stormflow in favour of Arnold Securities Limited dated 13 January 2012,
- (c) a composite guarantee and debenture granted by the Company and Stormflow in favour of GB dated 2 March 2012,
- (d) a composite guarantee and debenture granted by the

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Company and Stormflow in favour of GB dated 30 November 2012,

(e) a deed of charge over credit balances granted by the Company in favour of Barclays Bank plc dated 28 February 2012,

(f) all those rent deposit deeds granted by the Company in favour of Threadneedle Pensions Limited dated 29 August 2012, and

(g) a fixed charge on receivables granted by the Company in favour of GB dated 30 November 2012,

Rights means all the Company's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them), and

Scheduled Property means the property details of which are set out at Schedule 3 to the Debenture (none being specified at the date of the Debenture)

NOTES

1 The Debenture contains a negative pledge pursuant to which the Company undertakes that it shall not, without the prior written consent of the Security Trustee

(a) create, purport to create or allow to subsist, any Security Interest (other than a Permitted Security Interest) over the whole or any part of the Charged Property other than in favour of the Security Trustee or with the prior written consent of the Security Trustee (which it may exercise in its sole discretion), or

(b) without prejudice to clauses 4 3 and 4 4 of the Debenture (as detailed at paragraph (c) and (d) below), sell, lease or otherwise dispose of the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Security Trustee, or

(c) sell, assign, factor or discount any of its book debts or any future revenues or income, or

(d) sell, lease or otherwise dispose of any interest in freehold or leasehold property without the prior written consent of the Security Trustee (which it may exercise at its sole discretion)

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 Pursuant to, and in accordance with the terms of the Debenture, the Security Trustee may by written notice to the Company convert the floating charge into a fixed charge as regards such Charged Property as the Security Trustee may specify (whether generally or specifically) in that notice

3 The Debenture contains a power of attorney

4 In certain circumstances, the Debenture confers upon the Security Trustee the power to appoint an administrator and/or a receiver

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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

Walker Morris

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 Tara Bray (TLB/RED 498-2)

Company name Walker Morris

Address Kings Court

12 King Street

Post town Leeds

County/Region

Postcode L S 1 2 H L

Country

DX DX 12051 Leeds 24

Telephone 0113 2832500



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



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

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

**COMPANY NO. 7895160
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 FEBRUARY
2013 AND CREATED BY BARRATTS TRADING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE FINANCE 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 16 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 FEBRUARY
2013



Companies House



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