

MG01

Particulars of a mortgage or charge

025506-65

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

FRIDAY



L109G8K9
LD2 21/12/2012 #180
COMPANIES HOUSE

1 Company details 1 0 For official use

Company number

Company name in full

→ **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

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

4 Amount secured

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

Amount secured

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

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

Name	GB EUROPE MANAGEMENT SERVICES LTD (No 07203456)
Address	2nd FLOOR, NATIONS HOUSE, 103 WIGMORE STREET LONDON
Postcode	W 1 U 1 Q S
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

Note: Negative Pledge (as described in paragraphs 6 and 7 below)

Note Qualifying Floating Charge

The Debenture contains a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and accordingly paragraph 14 of Schedule B1 shall apply to this Debenture

Note Automatic Crystallisation of Floating Charge

If, among other things, any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Charged Property (as defined below), the floating charge created by this Debenture over the relevant Charged Property will automatically, without notice, be converted into a fixed charge

THE PROPERTY

1 Subject to paragraph 4 below, each Chargor with full title guarantee and as a continuing security for the performance, payment and discharge of the Secured Liabilities charges to the Lender by way of first legal mortgage all the Chargor's right, title, benefit, estate and interest in and to the Property (as defined below)

FIXED CHARGE PROPERTY

2 Each Chargor with full title guarantee and as a continuing security for the performance, payment and discharge of the Secured Liabilities, to the extent not effectively subject to the security constituted by paragraph 3 below, charges to the Lender by way of first fixed charge all the Chargor's present and future rights, title, benefit and interest in and to

(a) subject to paragraph 4 below, any other freehold and leasehold property now and at any time during the Security Period (as defined below) belonging to, vested in or held by the Chargor (other than the Property) and the proceeds of sale thereof and all licences now or hereafter held by the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Chargor and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder and all rents and other income of such freehold or leasehold property,

PLEASE SEE CONTINUATION SHEETS

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Debenure 30.11.12

Please give the short particulars of the property mortgaged or charged

Short particulars

(e) the Shares (as defined below), any other stocks, shares, units in collective investment schemes, debentures, bonds, notes, commercial paper, certificates of deposit, depository receipts, negotiable instruments and/or other securities of any kind whatsoever in or relating to any company, firm or entity wheresoever situate and any rights or entitlements derived directly or indirectly from the same and whether any of the foregoing is represented by a certificate or instrument or by an entry in any register, account, book entry or other record or common account and whether marketable or otherwise, and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same, together with all dividends, interest allotments, accretions, offers, rights, benefits and advantages whatsoever in respect of or incidental to such securities

SHORT LEASEHOLD PROPERTIES

4 Without prejudice to any mortgage or fixed charge created by paragraphs 1, 2(a) (g) (h) and (j) above in respect of any other Charged Property or any other Security Interest (as defined below) from time to time created by a Chargor on the Short Leasehold Properties (as defined below) (or any of them) in favour of the Lender under any deed or document other than the Debenture, the Short Leasehold Properties are and shall be excluded from the mortgages and fixed charges created under the aforementioned paragraphs 1, 2(a) (g) (h) and (j) Instead and subject always to the crystallisation or conversion events specified in the Debenture, the Short Leasehold Properties shall be subject to the floating charge created by paragraph 5

FLOATING CHARGE

5 The Chargor with full title guarantee and as a continuing security for the performance, payment and discharge of the Secured Liabilities charges to the Lender by way of first floating charge

(a) the Chargor's undertaking and all its other property assets and rights whatsoever and (other than those situated in Scotland) wheresoever, present and future, including those expressed above as charged by way of mortgage or fixed charge or assigned to the Lender if and to the extent that such mortgage charge or assignment may fail for any reason to operate as a legal mortgage or fixed security or charge or may otherwise be ineffective, and

(b) without exception, the Chargor's undertaking and all its property, undertaking, assets and rights whatsoever, present and future, situated in Scotland and/or enforceable by a competent court or tribunal in Scotland

NEGATIVE PLEDGE

6 Each Chargor covenants with the Lender that, save with the Lender's prior written consent the Chargor will not

(a) create nor permit to subsist any Security Interest (other than a Permitted Encumbrance – as defined below) over the whole or any part of the Charged Property other than in favour of the Lender, nor

(b) other than with respect to the Chargor's stock in trade and work in progress which is the subject of an uncrystallised floating charge under this Debenture or any other Permitted Disposal (as defined below), part with possession, convey, transfer, assign, sell, discount, factor, lease or grant any licence over or otherwise dispose of the Charged Property or any part thereof, nor

(c) with respect to the Chargor's stock in trade and work in progress which for the time being remains the subject of a floating charge under this Debenture, part with possession, convey, transfer, assign, sell, discount, factor, lease or grant any licence over or otherwise dispose of the same or any part thereof except in the ordinary course of its business on an arm's length basis, on the usual terms of trade for such a business and for the full value thereof, nor

(d) agree to do anything prohibited by the foregoing

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6 Short particulars of all the property mortgaged or charged

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Debenhams 301112

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) all present and future plant, vehicles, machinery, fixtures and fittings, computers and office and other equipment (to the extent not effectively mortgaged or charged under paragraphs 1 and 2(a)),
- (c) all chattels hired, leased, rented or agreed to be sold by the Chargor to any other person,
- (d) in respect of the Borrower (as defined below) only, all cash and receivables in the Special Accounts (as defined below) and the Debenhams Receivables (as defined below) and in respect of each Chargor all other debts, including book debts and receivables and claims of any description, now and from time to time due, owing, incurred or accountable to the Chargor and whether presently arising, payable or performable or hereafter arising, falling due for payment or performance, together with all proceeds of any of the foregoing and the benefit of all rights relating to any of the foregoing,
- (e) all and any inventions, patents, applications for patents, registered or unregistered trademarks or service marks, registered or unregistered designs, or applications for registration of trademarks, service marks or designs, and any trade names, domain names, rights, licences, copyrights, database rights, confidential information, know how, trade secrets and any other property or rights in the nature of intellectual property belonging to or in which the Chargor has an interest and all fees, royalties and other rights of every kind deriving therefrom,
- (f) the Chargor's present and future goodwill and uncalled capital,
- (g) subject to paragraph 4 below, all documents which have been or may from time to time be deposited with the Lender and which are not charged to the Lender pursuant to the foregoing sub-paragraphs, including all rights, monies or property (whether of a capital or income nature) howsoever accruing or derived therefrom or arising in respect thereof,
- (h) subject to paragraph 4 below, all contracts, licences, consents and authorisations held in connection with the Chargor's business or the use of any Charged Property (as defined below),
- (i) any sum now or at any time after the date of the Debenture received by the Chargor as a result of any order of the court under sections 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986, and
- (j) subject to paragraph 4 below, all other existing and future property not charged or assigned by the previous sub- paragraphs of this paragraph 2 (other than stock in trade or work in progress)

3 SECURITY BY WAY OF MORTGAGE

Each Chargor with full title guarantee and as a continuing security for the performance, payment and discharge of the Secured Liabilities assigns by way of first fixed mortgage to the Lender all the Chargor's present and future right, title, benefit and interest in and to

- (a) any hiring, leasing, rental or sales contract relating to any chattels hired, leased, rented or agreed to be sold by the Chargor to any other person and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of that contract (to the fullest extent permitted under any relevant agreement),
- (b) any contractual, restitutionary and tortious rights now and from time to time vested in the Chargor and whether presently arising or hereafter arising,
- (c) subject to the Deed of Priority (as defined below), any balance in whatever currency now or in the future standing to the credit of any account with any bank or financial institution,
- (d) any present or future contracts or policies of insurance or assurance (including life policies) in which the Chargor now or hereafter has an interest and all claims and monies from time to time arising or payable thereunder, including any refund of premiums, and

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6 Short particulars of all the property mortgaged or charged

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Debenture 30.11.12

Please give the short particulars of the property mortgaged or charged

Short particulars

"Loan Agreement" means the senior secured term loan facility agreement dated 2 March 2012 (as amended from time to time) between (1) the Borrower (2) Stormflow Limited (as guarantor) and (3) the Lender pursuant to which the Lender agreed to make available to the Borrower a secured term loan facility in the aggregate principal amount of up to £3,100,000 (three million one hundred thousand pounds) (or such other facility limit including, for the avoidance of doubt, any limit in excess of such aggregate principal amount as may be agreed from time to time and subject to agreed reborrowing (if any) and further advances (if any) as may be made from time to time), subject to the terms and conditions contained therein,

"Lock Box Accounts" means collectively the following accounts at the Account Bank a sterling denominated account designated as the "£ Cash Lock Box Account" Sort Code 20-48-46, Account Number 83556395, a euro denominated account in Ireland designated as the "€ Cash Lock Box Account" Sort Code 99-02-12, Account Number 43981902, and a euro denominated account in the UK designated as the "€ Cash Lock Box Account" Sort Code 20-48-46, Account Number 72844800,

"Obligor" or **"Obligors"** has the meaning ascribed to it in the Loan Agreement,

"Permitted Disposal" has the meaning ascribed to it in the Loan Agreement,

"Permitted Encumbrance" has the meaning ascribed to it in the Loan Agreement,

"Property" means the Bradford Leasehold Property and all and any other freehold/leasehold property or properties as set out in Schedule 2 to the Debenture (if any) and includes each and every part of such property or properties and all buildings fixtures and fittings thereon,

"Security Document" has the meaning ascribed to it in the Loan Agreement,

"Security Interest" means a mortgage, charge, pledge, lien or any other Encumbrance securing any obligation of any person or any other agreement or arrangement having or intended to have a similar effect,

"Security Period" means the period from the date of the Debenture until the earlier of (i) the date upon which all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and (ii) the date upon which the Lender releases the Debenture,

"Shares" means one ordinary share of £1 00 numbered 1 in the capital of the Borrower held (either legally or equitably) by, to the order of or on behalf of Stormflow Limited at the date of the Debenture,

"Short Leasehold Properties" means all leasehold properties for a term of less than 21 years unexpired as at the date of acquisition of the lease (whether registered or unregistered) owned by a Chargor wheresoever situate but, for the avoidance of doubt regardless of the term of years unexpired, excludes the Galway Property and the Bradford Leasehold Property,

"Special Accounts" means the Lock Box Accounts and the Blocked Account and each other separate and denominated account(s) which may from time to time be specified in writing by the Lender as the account(s) into which the proceeds of book debts, other debts and/or monetary claims or realisations thereof are to be paid and blocked to the Lender's order,

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6 Short particulars of all the property mortgaged or charged

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Debenture 301112

Please give the short particulars of the property mortgaged or charged

Short particulars

7 Each Chargor shall not do, nor permit to be done, any act or thing which would depreciate, jeopardise or otherwise adversely affect the security created in favour of the Lender under the Debenture or any other Security Interest in favour of the Lender

DEFINITIONS

"**Account Bank**" means Barclays Bank plc, 25 James Street, Harrogate HG1 1QX and, in connection with the Irish € denominated account only, Barclays Bank Ireland plc, 2 Park Place, Dublin 2, Ireland,

"**Blocked Account**" means an account at the Account Bank designated as the "Concession Receivables Blocked Account" Sort Code 20-48-46, Account Number 53678237 referable to the Borrower or any additional or substitute designated account(s) opened by the Borrower for the holding or deposit of the Debenhams Receivables and mandated in favour of and otherwise controlled by and/or blocked to the order of the Lender,

"**Borrower**" means Barratts Trading Limited (company number 07895160) whose registered office is at BPL House, 880 Harrogate Road, Apperley Bridge, Bradford, West Yorkshire BD10 0NW,

"**Bradford Leasehold Property**" means all that leasehold land and buildings known as BPL House, 880 Harrogate Road, Apperley Bridge, Bradford, West Yorkshire BD10 0NW (title number WYK943337),

"**Charged Property**" means in relation to a Chargor, the Property and all other property, assets, rights and undertaking of such Chargor from time to time which are the subject of any security created or purported to be created by the Debenture,

"**Chargor**" means each of Barratts Trading Limited (company number 07895160) and Stormflow Limited (company number 07858196), both of whose registered offices are at BPL House, 880 Harrogate Road, Apperley Bridge, Bradford, West Yorkshire, BD10 0NW,

"**Debenhams Concession Agreement**" has the meaning ascribed to it in the Loan Agreement,

"**Debenhams Receivables**" means all sums payable to the Borrower under the Debenhams Concession Agreement,

"**Deed of Priority**" means a deed of priority dated 2 March 2012 between (1) Barclays Bank plc (2) the Borrower and others pursuant to which it is acknowledged that Barclays Bank plc has first ranking security over any deposits in a designated account sort code 20-48-46, account number 23989631 as cash collateral for standby letters of credit to be issued from time to time by the Barclays Bank plc on behalf of the Borrower,

"**Encumbrance**" has the meaning ascribed to it in the Loan Agreement,

"**Finance Documents**" means the Debenture, the Loan Agreement and each other agreement (if any) from time to time for loan or credit facilities between any Obligor and the Lender, any Security Document and any other document indirectly or directly evidencing the Secured Liabilities or constituting a Security Interest securing the same,

* "**Galway Property**" means all that leasehold land and property known as Unit 208A, Level 2, Eyre Square Centre in the City of Galway, County Galway, Ireland,

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission, allowance or discount	NIL	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature <i>Salans LLP</i> 21.12.12</p> <p>X SALANS LLP, SOLICITORS TO THE LENDER X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 HELEN ANDERSON (Ref 0218265 48)

Company name
SALANS LLP

Address MILLENNIUM BRIDGE HOUSE

2 LAMBETH HILL

Post town LONDON

County/Region

Postcode E C 4 V 4 A J

Country UK

DX 196 LONDON/CHANCERY LANE

Telephone +44 (0)20 7429 6000



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. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
30 NOVEMBER 2012 AND CREATED BY BARRATTS TRADING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH CHARGOR AND/OR ANY OTHER OBLIGOR
TO GB EUROPE MANAGEMENT SERVICES LTD 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 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2013

DX



Companies House



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

