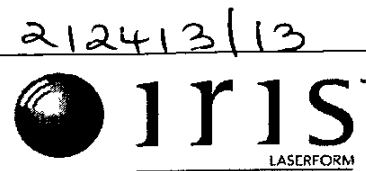


MG01

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

SATURDAY



A08 *A110BVIJ* #226
21/01/2012
COMPANIES HOUSE

1 Company details		For official use
Company number	0 7 8 9 5 1 6 0	<p>→ Filing in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
Company name in full	Barratts Trading Limited (the "Chargor")	

2 Date of creation of charge									
Date of creation	<input checked="" type="checkbox"/> <table border="1"> <tr> <td>d1</td><td>d3</td><td>m0</td><td>m1</td><td>y2</td><td>y0</td><td>y1</td><td>y2</td> </tr> </table>	d1	d3	m0	m1	y2	y0	y1	y2
d1	d3	m0	m1	y2	y0	y1	y2		

3 Description	
Description	<p>Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'</p> <p>✓ Composite Guarantee and Debenture (the "Debenture")</p>

4 Amount secured		<p>Continuation page Please use a continuation page if you need to enter more details</p>
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>64 All monies, debts and liabilities from time to time due, owing or incurred by the Chargor to the Finance Parties (as defined below) (other than in their capacity as shareholders of the Chargor or any holding company of the Chargor) 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 Chargor 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")</p> <p>Please see attached continuation sheet</p>	

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 Arnold Securities Limited ("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

The terms defined in this Form MG01 and its continuation pages have the same meaning as given to them below, unless otherwise stated

Pursuant to the Debenture, the Chargor covenants to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Security Trustee the property set out below in the manner set out below

- 1 1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property,
- 1 2 by way of fixed charge, all the freehold and leasehold property now vested in or charged to the Chargor (not otherwise effectively mortgaged in the Security Trustee's favour by clause 3.1 of the Debenture as detailed at paragraph 1 1 above) and all Rights relating to it,
- 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 Chargor (not otherwise effectively mortgaged or charged in the Security Trustee's favour by clauses 3 1 and 3.2 of the Debenture as detailed at paragraphs 1.1 and 1 2 above) and all Rights relating to it,
- 1 4 by way of fixed charge, all Intellectual Property of the Chargor excluding (but only to the extent and for so long as it is not capable of being validly charged by way of fixed charge) the benefit of any present or future agreement or licence relating to such rights,

Please see attached continuation sheet

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

None

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

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 Lydia Taylor (LKT/PMC/ZIF.49-8)

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

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

The terms defined in this Form MG01 and its continuation pages have the same meaning as given to them below, unless otherwise stated.

DEFINITIONS

Company means Barratts Trading Limited (Registered No 07895160) whose registered office is at BPL House, 880 Harrogate Road, Apperley Bridge, Bradford, West Yorkshire BD10 0NW,

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,

Finance Parties means

- (a) the lender under the Loan Agreement,
- (b) any lender under any other loan, loan note or other credit facility under which the Company is a borrower and which is expressed to be secured,
- (c) any lender under any other document designated as such by agreement between the Security Trustee (as defined in section 5 of this Form MG01) and the Company from time to time, and
- (d) the Security Trustee,

and **Finance Party** means any of them and shall include their permitted transferees, successors and assigns;

Interest means interest at the rate charged by any of the Finance Parties to the Company from time to time,

Loan Agreement means the loan agreement in the amount of £3,961,854 and dated on or around the date of the Debenture between Newco and the Company, together with any related or replacement agreement under which monies are advanced or re-advanced to the Company by Newco, and

Newco means Redbreak Limited (Registered No 07858367).

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

- 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 Chargor 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 Chargor,
- 1.7 by way of fixed charge, all stocks, shares and other securities held by the Chargor 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 Chargor 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 Chargor 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 Chargor 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 the Debenture,

Rights means all the Chargor'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 Chargor'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),

Scheduled Property means the property, details of which are set out at

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

Schedule 3 to the Debenture (no details being set out at the date of the Debenture),

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 effect as the creation of security, and

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and **Subsidiaries** shall be construed accordingly.

NOTES

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

1 1 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

1 2 without prejudice to clauses 4 3 and 4 4 of, the Debenture, as detailed in paragraphs 1 3 and 1 4 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

1 3 sell, assign, factor or discount any of its book debts or any future revenues or income; or

1 4 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)

2 Pursuant to, and in accordance with the terms of the Debenture, the Security Trustee may by written notice to the Chargor 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).

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged

Short particulars

- 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



FILE COPY

**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. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 13 JANUARY 2012 AND CREATED BY
BARRATTS TRADING LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO ARNOLD
SECURITIES LIMITED ("THE SECURITY TRUSTEE") ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 21
JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JANUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES