

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

FRIDAY



LD2 21/12/2012 #177
COMPANIES HOUSE

1 Company details 9 For official use

Company number 0 7 8 9 5 1 6 0

Company name in full BARRATTS TRADING LIMITED ("Chargor")

→ **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 d3 d0 m1 m1 y2 y0 y1 y2

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 **FIXED CHARGE ON RECEIVABLES** given by (1) BARRATTS TRADING LIMITED (the "Chargor")
in favour of (2) GB EUROPE MANAGEMENT SERVICES LTD ("Lender") ("Fixed Charge")

4 Amount secured

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

Amount secured All monies, debts, obligations and liabilities whatsoever whether for
principal, interest, default interest or otherwise now or in the future
due from, owing or incurred by the Chargor and/or any other Obligor
(as defined in the Short Particulars) to the Lender under or in
connection with the Loan Agreement, this Fixed Charge and any
other Finance Documents (each as defined in the Short Particulars)
whether present or future, actual or contingent and whether alone or
severally or jointly with any other person and whether as principal,
guarantor, surety or otherwise and in whatever name or style and
whether on any current or other account or in any manner whatever
including any monies, debts, obligations and liabilities assigned to the
Lender and interest to the date of payment at such rates and upon
such terms as may from time to time be agreed and all commission,
fees, costs, expenses and other charges on a full and unqualified
indemnity basis (collectively "Secured Liabilities")

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

1 FIXED CHARGE

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 fixed charge all the Chargor's present and future rights, title, benefit and interest in and to the Beales Receivables (as defined below)

2 NEGATIVE PLEDGE

2.1 The 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) over the whole or any part of the Charged Property other than in favour of the Lender, nor

(b) withdraw, charge or otherwise deal (or seek so to do) with any monies standing to the credit of, or pursuant to the relevant Account Notification Letter to be remitted to the Blocked Account from time to time, save as permitted under clause 21 of the Loan Agreement,

(c) part with possession, transfer, assign, sell, discount, factor, release, exchange or otherwise dispose of the Charged Property or any part thereof except as expressly permitted by the Fixed Charge, nor

(d) agree to do anything prohibited by the foregoing

2.2 The 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 this Fixed Charge or any other Security Interest in favour of the Lender

DEFINITIONS

"Account Bank" means Barclays Bank plc, 25 James Street, Harrogate HG1 1QX,

"Account Notification Letter" has the meaning ascribed to it in the Loan Agreement,

PLEASE SEE CONTINUATION SHEETS

MG01 - continuation page

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6 Short particulars of all the property mortgaged or charged

Fixed Charge on Receivables
Cont 1 of 1
07895160

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS (continued)

"**Beales Receivables**" means all sums payable to the Chargor under the Beales Concession Agreement,

"**Beales Concession Agreement**" means a concession agreement dated 26 November 2012 between (1) J E Beale plc and (2) the Chargor regarding the sale in certain "Beales" department stores of the Chargor's stock by J E Beale plc, pursuant to which the proceeds of sale of the stock less agreed costs of sale are payable by J E Beale plc to the Chargor,

"**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 Chargor for the holding or deposit of the Beales Receivables and, as the case may be, other specified receivables and mandated in favour of and otherwise controlled by and/or blocked to the order of the Lender,

"**Charged Property**" means the Beales Receivables and all related assets, rights, claims and property from time to time which are the subject of any security created or purported to be created by the Fixed Charge,

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

"**Finance Documents**" means the Fixed Charge, 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,

"**Loan Agreement**" means the senior secured term loan facility agreement dated 2 March 2012 (as amended from time to time) between (1) the Chargor (as borrower) (2) Stormflow Limited (as guarantor) and (3) the Lender pursuant to which the Lender agreed to make available to the Chargor 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,

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

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

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

"**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

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

Please give the short particulars of the property mortgaged or charged

Short particulars

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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 *Salans LLP 21.12.12* X
SALANS LLP, SOLICITORS TO THE LENDER

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 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. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED CHARGE ON RECEIVABLES
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**