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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



1357507

Name of company

* B & M Bargains (W&R) Limited (the "Company")

Date of creation of the charge

14th October 1996

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal charge containing fixed and floating charges ("the Charge")

Amount secured by the mortgage or charge

All monies and liabilities (actual or contingent) for the time being due, owing or incurred by the Company to the Bank on any account and in any manner whatsoever.

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland (the "Bank")
19/21 Spring Gardens
Manchester M2 1FB

Presentor's name address and
reference (if any):

Dibb Lupton Alsop
Carlton House
18 Albert Square
Manchester
M2 5PE

RSW/A1877.397

Time critical reference

For official use
Mortgage Section

Post room



1. By way of legal mortgage the Property (details of which appear in Part 2 of the Schedule hereto);
2. By way of fixed charge all buildings and other structures on, and items fixed to, the Property;
3. By way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
4. By way of fixed charge all plant, machinery and other items fixed to and forming part of the Property on or at any time after the date of the Charge;
5. By way of assignment the Rental Sums (as defined in Part 1 of the Schedule hereto) together with the benefit of all rights and remedies of the Company relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt (as defined in Part 2 of the Schedule hereto);
6. By way of fixed charge the proceeds of any claim made under any insurance policy relating to the property charged under the Charge; and

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

Dibb Lupton Alsop

Date

18/10/96

On behalf of ~~[company]~~ [mortgagee/chargee] †

† delete as
appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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Particulars of a mortgage or charge (continued)

Continuation sheet No _____
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1357507

Name of Company

B & M Bargains (W&R) Limited (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

The Charge is deemed to include all of the provisions of the Conditions (as defined in Part 1 of the Schedule hereto) as though they were set out in full therein, which include, inter alia, the following provisions:-

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1. The Company may not without the prior written consent of the Bank create or attempt to create or allow to be created or to exist (whether by specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property; and
2. The Company may not without the prior written consent of the Bank or anyone else who is the proprietor of the Charge sell, transfer, lease or otherwise dispose of all or any part of the Property, whether at law or in equity.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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7. By way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

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bold block lettering

SCHEDULE

Part 1 **Definitions**

In the Form 395 and this Schedule, the following words and expressions shall have the following meanings:-

"Conditions" means the Commercial Charge Conditions (1995 Edition) of the Bank;

"Debt" means all sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by the Company whether:-

- (i) they arise before or after the Bank has demanded that they are repaid or carried out;
- (ii) they are owed or to be carried out immediately or only after a stated event has occurred;
- (iii) the Company owes or is to carry them out on its own or jointly with any other persons;
- (iv) the Company owes or is to carry them out on its own account or as guarantor for other persons; together with all interest upon them and Expenses relating to them.

"Expense" or "Expenses" means the total of the following:-

- (i) any commission and other charges which the Bank may from time to time charge to the Company in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Company;
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under the Conditions and which are either repayable by the Company under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under the Conditions;
- (iii) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Charge or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate.

"Rental Sum" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Chargor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

PART 2

The Property

Supermarket at Princess Road, Cleveleys, Lancashire, being the whole of the freehold land registered at HM Land Registry under title numbers LA686004 known as Cleveleys Market and six garages being the whole of the land comprised in a conveyance dated 20th December 1984 and made between Proctor & Sons Limited (1) B & M Bargains (W&R) Limited (2) and a conveyance dated 22nd November 1985 and made between Roger Jolly and Barbara Jolly (1) and B & M Bargains (W&R) Limited (2).

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01357507

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 14th OCTOBER 1996 AND CREATED BY B. & M. BARGAINS (W & R) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th OCTOBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd OCTOBER 1996.

A handwritten signature in black ink, appearing to read 'A. J. Wakeham'.

A. J. WAKEHAM
for the Registrar of Companies

Post Sh
23-10-96



COMPANIES HOUSE

HC026B