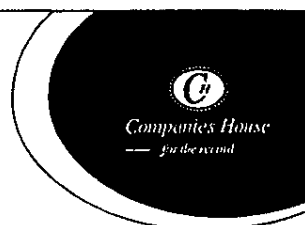


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT**
You cannot use this form
a statement of satisfacti
or in part of a fixed cha
company registered in S
do this, please use form

WEDNESDAY



A21

A23JLPOP

06/03/2013

#114

COMPANIES HOUSE

28

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

1 Company details

Company number ☒ 0 1 3 5 7 5 0 7

Company name in full B & M Retail Limited

2 Creation of charge

Date charge created ☒ 0 3 0 8 2 0 1 0

Description ① ☒ Debenture dated 03/08/2010 between, inter alia, the Company and
Barclays Bank PLC as security trustee

Date of registration ② ☒ 0 5 0 8 2 0 1 0

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name Barclays Bank PLC

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

Name

Address

Postcode

Name

Address

Postcode

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

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

Please see the attached continuation sheets

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6

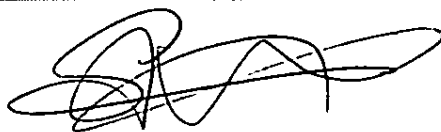
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name	S Hacker				
Company name	Debevoise & Plimpton LLP				
Address	Tower 42, 25 Old Broad Street				
Post town	London				
County/Region	London				
Postcode	E	C	2	N	1 H Q
Country					
DX					
Telephone	0207 786 9000				



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1 CHARGES</p> <p>1 1 As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charged to the Security Trustee all its right, title and interest from time to time in each of the following assets –</p> <p>1 1 1 by way of first legal mortgage all Land which is described in Schedule 1 of this form and all other Land vested in any Chargor,</p> <p>1 1 2 by way of first fixed charge all other Land vested in the Company on the date of the Debenture to the extent not effectively charged by clause 3 1 1 of the Debenture (set out in paragraph 1 1 1 above) and all Land acquired by any Chargor after the date of the Debenture,</p> <p>1 1 3 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge, the Shares,</p> <p>1 1 4 by way of first fixed charge –</p> <p>(a) the Securities,</p> <p>(b) the Intellectual Property,</p> <p>(c) the Monetary Claims,</p> <p>(d) the Fixed Plant and Equipment,</p> <p>(e) the Loose Plant and Equipment,</p> <p>(f) the Accounts (other than the Assigned Accounts),</p> <p>(g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,</p> <p>(h) to the extent not assigned or effectively assigned by clause 3 3 of the Debenture (set out in paragraph 1 3 below), the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property, and</p> <p style="text-align: right;">CONTINUED (PAGE 1 OF 7)</p>

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) its present and future goodwill and uncalled capital</p> <p>1 2 As a continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charged to the Security Trustee by way of first floating charge the whole of such Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of such Chargor situated in Scotland</p> <p>1 3 As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigned absolutely in favour of the Security Trustee, but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets –</p> <p>1 3 1 the Specific Contracts,</p> <p>1 3 2 the Insurances,</p> <p>1 3 3 the Assigned Accounts, and</p> <p>1 3 4 all rights under any agreement to which it is a party and which is not mortgaged or charged under clause 3 1 of the Debenture (set out in paragraph 1 1 above), together with all Related Rights in respect of such Charged Property, provided that each Chargor is entitled until the occurrence of an Event of Default to exercise all rights assigned under clause 3 3 of the Debenture (as set out in paragraph 1 3 above) (subject to the terms of the Finance Documents) and the Security Trustee will reassign any such rights to the extent necessary to enable such Chargor to do so</p> <p>2 NEGATIVE PLEDGE</p> <p>Each Chargor has undertaken that it will not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by Clause 22 3 (Negative pledge) of the Facility Agreement except as expressly permitted under the terms of the Finance Documents</p>	

CONTINUED (PAGE 2 OF 7)

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>3 QUALIFYING FLOATING CHARGE Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture</p> <p>4 TRUST If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall hold it on trust for the Security Trustee</p> <p>Definitions "Account" means any account opened or maintained by the Company at any bank or financial institution "Assigned Accounts" means any Account that may from time to time be agreed by the Security Trustee and the Company to be an Assigned Account "Agent" means Barclays Bank PLC "Acquisition Agreement" has the meaning given in the Facility Agreement "Charged Property" means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Security Trustee by or pursuant to the Debenture "Chargors" means B & M Retail Limited, Meltore Limited, Opus Homewares Limited and Firesource Limited (together with each company which becomes a party to the Debenture by executing a Deed of Accession), each a "Chargor" and together the "Chargors" "Deed of Accession" means a deed substantially in the form of Schedule 6 (Deed of Accession) in the Debenture, executed, or to be executed, by a person becoming a Chargor "Event of Default" has the meaning given to it in the Facility Agreement "Facility Agreement" means the facility agreement entered into between, inter alia, the Company, the Agent and the Security Trustee</p>

CONTINUED (PAGE 3 OF 7)

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Finance Document" has the meaning given in the Facility Agreement</p> <p>"Finance Party" has the meaning given in the Facility Agreement</p> <p>"Fixed Plant and Equipment" means all plant, machinery or equipment of the Company of any kind which does not for any reason constitute a Fixture but is at the date of the Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building</p> <p>"Fixtures" means all things of any kind at the date of the Debenture or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures</p> <p>"Group" has the meaning given in the Facility Agreement.</p> <p>"Hedging Agreements" has the meaning given to it in the Facility Agreement</p> <p>"Insurances" means, together with those insurance policies details of which are set out in Schedule 3 of this form, or in Schedule 3 to any Deed of Accession by which a Chargor becomes a party to the Debenture, any policy of insurance or assurance</p> <p>"Intellectual Property" means, together with, but not limited to, the intellectual property details of which are set out in Schedule 4 of this form, or in Schedule 4 to any Deed of Accession by which a Chargor becomes party to the Debenture, any of the following –</p> <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above, (b) any invention, copyright, design right or performance right, (c) any trade secrets, know-how and confidential information, and

CONTINUED (PAGE 4 OF 7)

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Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(d) the benefit of any agreement or licence for the use of any such right

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland

"Loose Plant and Equipment" means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment

"Monetary Claims" means all book and other debts and monetary claims at the date of the Debenture or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt

"Related Rights" means in relation to any Charged Property --

(a) the proceeds of sale of any part of that Charged Property,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,

(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and

(d) any moneys and proceeds paid or payable in respect of that Charged Property

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MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Secured Liability" Means any liability expressed to be due, owing or payable by any Chargor under or in connection with any of the Finance Documents (together, the "Secured Liabilities").</p> <p>"Securities" means all the right, title and interest of a Chargor at the date of the Debenture or in the future, in any –</p> <ul style="list-style-type: none"> (a) stocks, shares, bonds, deeds, loan stocks, or other securities issued by any person, (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, deeds, loan stocks or other securities or investments issued by any person, and (c) units or other interests in any unit trust or collective investment scheme, other than the Shares <p>"Security Trustee" includes the Security Trustee's successors in title and any successor appointed in accordance with the Finance Documents</p> <p>"Security" means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Shares" means all of the shares in the capital of each of the companies specified in Schedule 2 of this form and any Shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor or held by any nominee on behalf of any Chargor at any time or in Schedule 2 to any Deed of Accession by which a Chargor becomes a party to the Debenture, held by, to the order of or on behalf of, any Chargor at any time.</p> <p>"Specific Contracts" means the Acquisition Agreement, the Hedging Agreements and any agreement specified in Schedule 5 to any Deed of Accession by which a Chargor becomes a party to the Debenture</p>

CONTINUED (PAGE 6 OF 7)

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1 – LAND

None

SCHEDULE 2 – SHARES

Name of Company / Description and Number of Shares	/ Name of Shareholder
B & M Retail Limited / 905,000 ordinary A shares of £1 00 each	Firesource Limited
B & M Retail Limited / 95,000 ordinary B shares of £1 00 each	Firesource Limited
B & M Retail Limited / 1,810,000 ordinary C shares of £0 50 each	Firesource Limited
Meltore Limited / 2 ordinary shares of £1 00 each	Firesource Limited
Opus Homewares Limited / 100 ordinary shares of £1.00 each	Firesource Limited

SCHEDULE 3 – INSURANCES

None

SCHEDULE 4 – INTELLECTUAL PROPERTY

None

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