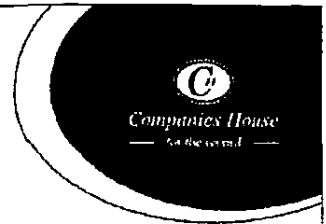


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MG01

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

THURSDAY



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ATQS9MAQ

05/08/2010

309

COMPANIES HOUSE

1

Company details

28

For official use

Company number 01357507

Company name in full B&M Retail Limited (the "Company")

→ **Filling 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 03/08/2010

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 Debenture dated 03 August 2010 between, inter alia, the Company and Barclays Bank PLC
as security trustee for itself and each of the Finance Parties (the "Security Trustee") (the
"Debenture")

4

Amount secured

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

Amount secured Please see attached Continuation Page

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

MG01

Particulars of a mortgage or charge

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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 Barclays Bank PLC

Address 1 Churchill Place

London

Postcode E 1 4 5 H P

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 Please see attached Continuation Page

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 <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, 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 N/A	
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 866) 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 870) 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 accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9	Signature Please sign the form here Signature X <i>Pinet Masons LLP</i> 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 Gemma Irving

Company name Pinsent Masons LLP

Address 3 Hardman Street

Spinningfields

Post town Manchester

County/Region Greater Manchester

Postcode M 3 3 A U

Country United Kingdom

DX 14490 Manchester 2

Telephone 0161 234 8303



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 the 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
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

In accordance with
Section 860 of the
Companies Act
2006

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

Any liability expressed to be due, owing or payable by the Company under or in connection with any of the Finance Documents (each a "**Secured Liability**" and together the "**Secured Liabilities**")

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	1	CHARGES
	1 1	As a continuing security for the payment 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 -
	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,
	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,
	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,
	1 1 4	by way of first fixed charge -
	(a)	the Securities,
	(b)	the Intellectual Property,
	(c)	the Monetary Claims,
	(d)	the Fixed Plant and Equipment,
	(e)	the Loose Plant and Equipment,
	(f)	the Accounts (other than the Assigned Accounts),
	(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,
	(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
	(i)	its present and future goodwill and uncalled capital
	1 2	As a continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charged to the Security

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

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

1 3 As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full 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 -

1 3 1 the Specific Contracts,

1 3 2 the Insurances,

1 3 3 the Assigned Accounts, and

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

2 NEGATIVE PLEDGE

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

3 QUALIFYING FLOATING CHARGE

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

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

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

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 Opus Homewares Limited, Meltore Limited, Firesource Limited and the Company (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
- "Finance Document"** has the meaning given in the Facility Agreement
- "Finance Party"** has the meaning given in the Facility Agreement
- "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
- "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
- "Group"** has the meaning given to it in the Facility Agreement

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Hedging Agreements" has the meaning given to it in the Facility Agreement

"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

"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 -

- (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
- (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

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

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

"Securities"

means all the right, title and interest of a Chargor at the date of the Debenture or in the future, in any -

- (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

"Security Trustee"

means the Security Trustee's successors in title and any successor appointed in accordance with the Finance Documents

"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

"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

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

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

"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

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
	95,000 ordinary B shares of £1 00 each	
	1,810,000 ordinary C shares of £0 50 each	
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1357507
CHARGE NO. 28**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 3 AUGUST
2010 AND CREATED BY B & M RETAIL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CHARGOR TO THE SECURITY TRUSTEE 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 5 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2010

DT



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES