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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Nat-
flb
3008



Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[32]

00229606

Name of company

* BHS LIMITED (the "Company")

Date of creation of the charge

22 May 2000

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

A debenture (the "Debenture") dated 22 May 2000 and made between the
Company in favour of Barclays Bank PLC as Security Trustee

Amount secured by the mortgage or charge

See Schedules 1 and 2

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

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London, E14 4BB
as Security Trustee (the "Security Trustee"), which expression shall
include any person for the time being appointed as security trustee in
accordance with the Security Trust Agreement, for the Beneficiaries

Postcode E14 4BB

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

CLIFFORD CHANCE LLP
200 Aldersgate Street
London
EC1A 4JJ

PSH/CRAC/B1227/20358/MC

Time critical reference

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

0061
30/05/00

See Schedule 3

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in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date 30 May 2000

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

SCHEDULE 1

Definitions

In this form 395 :

"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee or any other financial institution and all related rights;

"Acquisition Agreement" means the share purchase agreement in the agreed form dated on or about the date of the Credit Agreement between the Parent and the Vendor together with all schedules, exhibits and attachments to such agreement;

"Additional Borrower" means any company which has become an Additional Borrower in accordance with Clause 39 (*Additional Borrowers*) of the Credit Agreement;

"Additional Guarantor" means any company which has become an Additional Guarantor in accordance with Clause 40 (*Additional Guarantors*) of the Credit Agreement;

"Agent" means Barclays Bank PLC;

"Agreements for Lease" means (severally) all agreements contracts options or undertakings whether now or hereafter in existence for or relating to the creation of any estate interest or right in or over the Real Property and/or Scottish Property or any part thereof (including without limitation any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Real Property and/or Scottish Property);

"Agreements for Sale" means (severally) all agreements, contracts or options now or hereafter in existence for or in relation to the assignment, assignation, transfer or disposal by way of sale of the whole or any part of or in relation to the creation of any estate or interest in the Real Property and/or Scottish Property or any part thereof upon the sale thereof or in relation to or under which any capital sum is or is to be derived from the Real Property and/or Scottish Property or any part thereof;

"Ancillary Bank" means any Bank selected as an Ancillary Bank by the Parent by notice to the Agent in accordance with the Credit Agreement;

"Ancillary Documents" means those documents relating to or evidencing the terms of any Ancillary Facility;

"Ancillary Facility" means any of the following (or a combination thereof) provided by an Ancillary Bank in accordance with Clause 9 (*Ancillary Facilities*) of the Credit Agreement:

- (a) overdraft, automated payment, cheque drawing and other current account facilities;
- (a) guarantee, bonding, documentary or demand letter of credit facilities;

- (b) foreign exchange facilities; or
- (c) such other facilities or financial accommodation as may be required in connection with the ordinary course of business of the Group.

"**Arrangers**" means Barclays Capital, the investment banking division of Barclays Bank PLC, and Westdeutsche Landesbank Girozentrale;

"**Bank**" and "**Banks**" have the meanings ascribed to them in the Credit Agreement;

"**Beneficiaries**" means the Agent, the Security Trustee, the Arrangers, the Fronting Bank, the Ancillary Banks and any Hedge Counterparties which are Banks, provided that if such person is not an original party to the Security Trust Agreement it shall not be a beneficiary unless it has executed and delivered to the Security Trustee a duly completed Beneficiary Accession Undertaking which has been countersigned by the Agent and the Security Trustee (or, in the case of any of the above, its successor in title);

"**Beneficiary Accession Undertaking**" means an undertaking in substantially the form set out in Schedule 2 to the Security Trust Agreement;

"**Bonds**" means the discounted unsecured subordinated bonds due 2005 constituted by the Bond Instrument;

"**Bond Instrument**" means the instrument dated on or about 22 May 2000 made by the Parent constituting up to £28,975,974 discounted unsecured subordinated bonds due 2005 in the agreed form;

"**Borrower Accession Memorandum**" means a memorandum substantially in the form set out in Schedule 6 (*Form of Borrower Accession Memorandum*) of the Credit Agreement;

"**Borrowers**" means the Original Borrower and each Additional Borrower (the Company being an Additional Borrower);

"**Charged Account**" means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee by or pursuant to the Debenture;

"**Credit Agreement**" means the credit agreement dated 7 April 2000 made between the Parent, the Agent, the Arrangers, the Security Trustee and others, as amended by an amendment agreement dated 22 May 2000 made between the same parties and as amended, novated, varied or supplemented from time to time;

"**Encumbrance**" means (a) a mortgage, standard security, assignation, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect.

"Finance Documents" means the Credit Agreement, any Borrower Accession Memorandum or Guarantor Accession Memorandum, each Letter of Credit, the fee letters referred to in Clause 28.3 (*Arrangement Fee*) and Clause 28.4 (*Agency Fee*) of the Credit Agreement, the Security Documents, the Security Trust Agreement, the Subordination Agreement, the Ancillary Documents, the Hedging Agreements entered into by a Bank and any other document which is designated a **"Finance Document"** in writing signed by the Parent and the Agent.

"Finance Parties" means the Agent, the Security Trustee, the Arrangers, the Fronting Bank, the Banks, the Ancillary Banks and any Hedge Counterparties which are Banks;

"Fronting Bank" means the Bank which is the Fronting Bank from time to time as defined in the Credit Agreement;

"Group" means the Parent and its subsidiaries from time to time;

"Guarantors" means the Original Guarantor and each Additional Guarantor (the Company being an Additional Guarantor);

"Guarantor Accession Memorandum" means a memorandum substantially in the form set out in Schedule 7 (*Form of Guarantor Accession Memorandum*) of the Credit Agreement.

"Hedge Counterparty" means a Bank which has entered into a Hedging Agreement;

"Hedging Agreements" means each of the agreements entered into or to be entered into between the Group member(s) approved by the Agent and a Bank for the purpose of hedging interest rate liabilities in accordance with Clause 25.30 (*Hedging*) of the Credit Agreement;

"Hong Kong Share Pledge" means the shares charge dated 22 May 2000 made between the Company as chargor and the Security Trustee creating security over the shares of BHS Limited (Hong Kong).

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest.

"Intellectual Property" means (i) the trademarks listed in Exhibit A to the Debenture and (ii) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights belonging to the Company on the date the Debenture was entered into or thereafter;

"Investments" means any stocks, shares, debentures, securities and other investments, assets, rights or interests falling within Part I of Schedule 1 to the Financial Services Act 1986 (as in force at the date the Credit Agreement was entered into but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply) whether held directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system);

"Jersey Debenture" means the security document executed by BHS (Jersey) Limited on 22 May 2000 whereby it grants security over a certain bank account to the Security Trustee;

"Jersey Share Pledges" means the security agreements dated 22 May 2000 made between (1) the Company and the Security Trustee and (2) Nicholas Morgan and the Security Trustee creating between them security over the shares of BHS (Jersey) Limited in favour of the Security Trustee;

"Lease" or "Leases" means (severally) any lease and/or sublease, licence, agreement, option, occupation agreement or other document governing the use or occupation of any Real Property or Scottish Property or any part thereof;

"Letter of Credit" means a letter of credit or bank guarantee issued or to be issued by the Fronting Bank pursuant to Clause 6 (*Utilisation of the Revolving Facility*) of the Credit Agreement substantially in the form set out in Schedule 9 (*Form of Letter of Credit*) of the Credit Agreement or in such other form requested by the relevant Borrower which is acceptable to the Agent and the Fronting Bank;

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company);

"Northern Ireland Debentures" means each of the debentures executed by Storehouse Properties Limited and the Company on 22 May 2000 whereby each of them grants security over its assets in Northern Ireland to the Security Trustee;

"Obligor" means the Parent, a Borrower or a Guarantor;

"Original Borrower" means the Parent;

"Original Guarantor" means the Parent;

"Other Properties" means those Properties as are specified in Schedule 14 (*Other Properties*) of the Credit Agreement in respect of which fixed security is to be given;

"Parent" means Measuremarket Limited;

"Parent Debenture" means the debenture executed by the Parent on 22 May 2000 whereby the Parent grants security over its assets to the Security Trustee;

"Principal Properties" means those Properties as are specified in Schedule 13 (*Principal Properties*) of the Credit Agreement in relation to which Reports on Title are required to be produced;

"Properties" means the Principal Properties, the Other Properties and where the context so admits any part or parts thereof and all other properties in respect of which any member of the

Group has from time to time (or will obtain, pursuant to the Acquisition Agreement or otherwise) any interest in any leasehold, freehold or heritable property;

"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate now belonging to the Company and set out in Schedule 4 hereto, or hereafter belonging to the Company of which the Company is the registered proprietor, owner, specified, entitled to an interest, and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property and any reference to the Real Property shall be taken to refer to the whole or any part or parts of any property comprised therein at any time and includes all Related Rights;

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, Agreement for Sale or Agreement for Lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset;

"Relevant Subsidiary Debentures" means each of the debentures executed by the Company, Storehouse Properties Limited and Davenbush Limited on 22 May 2000 whereby each of them granted security over its assets to the Security Trustee;

"Reports on Title" means reports on title in the agreed form given by (as appropriate) Titmuss Sainer Dechert, McGrigor Donald and Tughan & Co. addressed to the Agent and Security Trustee on behalf of the Beneficiaries;

"Scottish Property" means:

- (a) any heritable or leasehold property situated in Scotland; and
- (b) any buildings, fixtures, fittings, fixed plant and machinery from time to time on or forming part of such heritable or leasehold property and includes all Related Rights;

"Secured Obligations" means all obligations at any time due owing or incurred by any Obligor to any Finance Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity);

"Secured Parties" means the Beneficiaries;

"Security Documents" means each of the following documents in agreed form delivered to the Agent in accordance with Clause 2.3 (*Conditions Precedent*) of the Credit Agreement:

- (a) Parent Debenture;

- (b) Target Debenture;
- (c) each Relevant Subsidiary Debenture;
- (d) each Northern Ireland Debenture;
- (e) the Standard Securities;
- (f) the Jersey Debenture;
- (g) the Hong Kong Share Pledge; and
- (h) the Jersey Share Pledges,

together with any other document entered into by any member of the Group creating or evidencing an Encumbrance for all or any part of the obligations of the Obligors or any of them under any of the Finance Documents.

"Security Trust Agreement" means the security trust agreement dated 22 May 2000 between the Parent, the Security Trustee and others;

"Specific Contracts" means the agreements referred to in Part I of Schedule 2 of the Debenture;

"Standard Securities" means the standard securities executed by each of Davenbush Limited and the Company on 22 May 2000 whereby each of them grants fixed security over its Principal Properties and Other Properties in Scotland to the Security Trustee;

"Subordination Agreement" means the subordination agreement entered into on 22 May 2000 between the Parent, the Security Trustee and Tacomer Limited pursuant to which the Bonds are subordinated to the Finance Documents;

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights;

"Target Debenture" means the Debenture;

"Vendor" means Storehouse plc.

SCHEDULE 2

Amount Secured by the Mortgage or Charge

In the Debenture the Company covenanted with and undertook to the Security Trustee as trustee for the Beneficiaries that it shall on demand of the Security Trustee discharge on the due date for payment thereof all Secured Obligations and whether incurred solely or jointly and whether as a principal or as surety (or in some other capacity) and the Company agreed to pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by any Obligor to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of any such liabilities.

SCHEDULE 3

Short Particulars of all the Property Charged

1. Assignments, Fixed and Floating Charges

In the Debenture, the Company:

1.1 Fixed Charges

charged with full title guarantee in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date the Debenture was entered into shall be a charge by way of legal mortgage) all the Company's right, title and all interests from time to time (including, without limitation, all legal and beneficial interests) in and to each of the following assets:

- 1.1.1 the Real Property;
- 1.1.2 the Tangible Moveable Property;
- 1.1.3 the Charged Accounts;
- 1.1.4 the Intellectual Property;
- 1.1.5 any goodwill and rights in relation to the uncalled capital of the Company;
- 1.1.6 the Investments; and
- 1.1.7 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights,

subject to the exception that the fixed security from time to time constituted under the Debenture does not extend to any asset situated outside England and Wales to the extent that and for so long as any such fixed security would be unlawful under the laws of the jurisdiction in which such asset is situated nor to any asset situated in Scotland or governed by or subject to the laws of Scotland;

1.2 Equitable Charges

charged by way of equitable charge to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations any equitable interest in the Real Property;

1.3 Assignments

assigned with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the

Company's right, title and interest from time to time in and to each of the following assets:

1.3.1 to the extent not charged pursuant to Clause 3.1 (*Fixed Charges*) of the Debenture and referred to in clause 1.1 of this Schedule all Agreements for Lease and Agreements for Sale, all other agreements, options, pre-emption rights, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into at the time the Debenture was entered into or in the future in order to enable the Security Trustee to perfect its rights thereunder or under the Debenture) in each case entered into by or given to the Company in respect of the Real Property including all:

- (a) claims, remedies, awards or judgments paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable to the Company in respect of the items referred to);
- (b) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery; and
- (c) the benefit of all covenants, agreements, undertakings or obligations entered into by any other party to any Lease to which the Company is party or to any licences, deeds, rent deposit agreements or other deeds and documents supplemental or collateral to any such Lease and of all guarantees or indemnities in any of the aforesaid,

1.3.2 in each case, relating to all or any part of the Real Property;

1.3.3 the proceeds of any Insurance Policy and all Related Rights; and

1.3.4 each of the Specific Contracts;

1.4 **Floating Charge**

charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge:

1.4.1 the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Trustee as security for the Secured Obligations; and

1.4.2 without exception the whole of the Company's undertakings and assets present and future in so far as they are situated in Scotland or otherwise governed by or subject to Scots Law.

2. **Further Assurance**

The Debenture contains covenants for further assurance.

3. **Negative Pledge**

The Debenture contains a negative pledge.

SCHEDULE 4

Details of Real Property

Part A

Registered Land

(Freehold or leasehold property in England and Wales of which the Company is registered as the proprietor at H.M. Land Registry)

<u>County and District/</u>	<u>Description of Property</u>	<u>Title Number</u>
<u>London Borough</u>		
County: Staffordshire District: Birkenhead (Old Market) London Borough:	All that leasehold land and buildings known as 9, 11, 13 & 15 Parliament Row Hanley, as more particularly described in the registered lease	SF300108
County: Staffordshire District: Birkenhead (Old Market) London Borough:	All that leasehold land and buildings known as land on the west side of Goodson Street Hanley, as more particularly described in the registered lease	SF293421
County: Lancashire District: Blackburn London Borough:	All that leasehold land and buildings known as 56 King William Street, as more particularly described in the registered lease	LA596055
County: Lancashire District: Blackpool London Borough:	All that leasehold land and buildings known as 26 to 32 (even) Market Street, 26 to 32 (even) Church Street and 17 to 23 (odd) Corporation Street, as more particularly described in the registered lease	LA596057

County: Greater Manchester	All that leasehold land and buildings	GM526694
District: Bolton	known as 9 to 15 (odd) Victoria	
London Borough:	Square, as more particularly described	
	in the registered lease	
County: Greater Manchester	All that leasehold land and buildings	GM526693
District: Bolton	known as part of Arndale Centre Hotel	
London Borough:	Street, as more particularly described	
	in the registered lease	
County: Cumbria	All that leasehold land and buildings	CU65139
District: Carlisle	known as 11 English Street Carlisle, as	
London Borough:	more particularly described in the	
	registered lease	
County: Gloucestershire	All that leasehold land and buildings	GR110972
District: Cheltenham	known as Retail Store at various floor	
London Borough:	levels in the Regents Arcade Shopping	
	Centre, as more particularly described	
	in the registered lease	
County: Cheshire	All that leasehold land and buildings	CH296418
District: Crewe	known as 29 Queensway and 24	
London Borough:	Victoria Street, as more particularly	
	described in the registered lease	
County: Derbyshire	All that leasehold land and buildings	DY43662
District: Derby	known as loading bay adjoining 59-61	
London Borough:	St. Peters Street, as more particularly	
	described in the registered lease	

County: South Yorkshire	All that leasehold land and buildings known as part of the basement ground first and second floor levels known as 7/11 Frenchgate Centre, as more particularly described in the registered lease	SYK319290
District: Doncaster		
London Borough:		
County: South Yorkshire	All that leasehold land and buildings known as BHS Store comprising basement shop Frenchgate Centre, as more particularly described in the registered lease	SYK319291
District: Doncaster		
London Borough:		
County: Hampshire	All that leasehold land and buildings known as 51 Osborne Square (formerly known as Store H), as more particularly described in the registered lease	HP426488
District: Fareham		
London Borough:		
County: Tyne & Wear	All that leasehold land and buildings known as Unit 38 Metro Centre Gateshead, as more particularly described in the registered lease	TY193756
District: Gateshead		
London Borough:		
County: Tyne & Wear	All that leasehold land and buildings known as Unit 38a Metro Centre Gateshead, as more particularly described in the registered lease	TY193751
District: Gateshead		
London Borough:		
County: North Warwickshire	All that freehold land and buildings known as land on the north side of Riversdale Road Atherstone, as more particularly described in the registered title	WK314943
District: Gloucester		
London Borough:		

County: Humberside District: Great Grimsby London Borough:	All that leasehold land and buildings known as land and buildings lying to the north of Victoria Street West and formerly part of The Riverhead Centre, as more particularly described in the registered lease	HS185551
County: Humberside District: Great Grimsby London Borough:	All that leasehold land and buildings known as land on north west side of Victoria Street West Grimsby, as more particularly described in the registered lease	HS185550
County: Kent – Gravesham District: Gravesend London Borough:	All that leasehold land and buildings known as 5 to 10 New Road, as more particularly described in the registered lease	K647579
County: Humberside – Kingston-upon-Hull District: Kingston upon Hull London Borough:	All that leasehold land and buildings known as 7, 8, 9 Waltham Street, as more particularly described in the registered lease	HS180407
County: Humberside – Kingston-upon-Hull District: Kingston upon Hull London Borough:	All that leasehold land and buildings known as 32 to 38 (even) Jameson Street, as more particularly described in the registered lease	HS199141
County: Leicestershire District: Leicester London Borough:	All that leasehold land and buildings known as 52 Gallowtree Gate Leicester, as more particularly described in the registered lease	LT216001

County: Merseyside	All that leasehold land and buildings	MS314199
District: Liverpool	known as 63 and 67 Lord Street, 69 to	MS314196
London Borough:	79 (odd) Lord Street and 42 to 50	MS314193
	(even) Harrington Street, 81-89 Lord	MS390618
	Street and 8 and 8a Rainford Square,	
	as more particularly described in the	
	registered leases	
County: Bedfordshire	All that leasehold land and buildings	BD152193
District: Luton	known as 69 to 75 (odd) George Street	
London Borough:	and 14 King Street, as more	
	particularly described in the registered	
	lease	
County: Greater Manchester	All that freehold land and buildings	GM512230
District: Manchester	known as 57 Market Street as more	
London Borough:	particularly described in the registered	
	title	
County: Greater Manchester	All that leasehold land and buildings	GM512211
District: Manchester	known as Units 79-83 Arndale Centre	
London Borough:	Market Street, as more particularly	
	described in the registered lease	
County: Buckinghamshire	All that leasehold land and buildings	BM176755
District: Milton Keynes	known as 116 Silbury Arcade Milton	
London Borough:	Keynes, as more particularly described	
	in the registered lease	
County: Gwent	All that leasehold land and buildings	WA553327
District: Newport	known as Chartist Tower Commercial	
London Borough:	Street, as more particularly described	
	in the registered lease	

County: Lancashire	All that leasehold land and buildings known as 20-23 Fishergate Street & 9 (part of), 11, 15, 17, 19 & 21 Guildhall Street, as more particularly described in the registered lease	LA638250
District: Preston		
London Borough:		
County: Berkshire	All that leasehold land and buildings known as 116-119 Broad Street & 19-22 Minster Street, as more particularly described in the registered lease	BK287182
District: Reading		
London Borough:		
County: Berkshire	All that leasehold land and buildings known as 202/206 High Street and 20/24 Herschel Street, as more particularly described in the registered lease	BK283827
District: Slough		
London Borough:		
County: South Yorkshire	All that leasehold land and buildings known as 43-51 (odd) The Moor, as more particularly described in the registered lease	SYK303526
District: Sheffield		
London Borough:		
County: Gloucestershire	All that leasehold land and buildings known as Unit LR19 Cribbs Causeway Regional Shopping Centre Cribbs Causeway, as more particularly described in the registered lease	GR206287
District: South Gloucestershire		
London Borough:		
County: Hampshire	All that leasehold land and buildings known as 40-46 Above Bar Street, as more particularly described in the registered lease	HP522175
District: Southampton		
London Borough:		

County: Hertfordshire	All that leasehold land and buildings	HD270674 and
District: St. Albans	known as 51/57 St. Peter's Street and	HD270712
London Borough:	land on the West side of St. Peter's	
	Street St. Albans, as more particularly	
	described in the registered titles	
County: Tyne & Wear	All that leasehold land and buildings	TY258439
District: Sunderland	known as 86 to 89 High Street West,	
London Borough:	as more particularly described in the	
	registered lease	
County: West Glamorgan	All that leasehold land and buildings	WA530987
District: Swansea	known as 277/278 Oxford Street &	
London Borough:	29/31 Princess Way, as more	
	particularly described in the registered	
	lease	
County: Hertfordshire	All that leasehold land and buildings	HD290589
District: Watford	known as Red Lion Yard Watford, as	
London Borough:	more particularly described in the	
	registered lease	
County: Hertfordshire	All that leasehold land and buildings	HD290591
District: Watford	known as 16, 17 and 18 Charterplace,	
London Borough:	as more particularly described in the	
	registered lease	
County: Hertfordshire	All that leasehold land and buildings	HD290592
District: Watford	known as 87 High Street, as more	
London Borough:	particularly described in the registered	
	lease	

County: Hertfordshire	All that leasehold land and buildings known as 83 and 85 High Street, as more particularly described in the registered lease	HD290588
District: Watford		
London Borough:		
County:	All that leasehold land and buildings known as Store A Broadway Shopping Centre Bexleyheath, as more particularly described in the registered lease	SGL591328
District:		
London Borough: Bexley		
County:	All that leasehold land and buildings known as 132 Hampstead Road, as more particularly described in the registered lease	NGL593264
District:		
London Borough: Camden		
County:	All that leasehold land and buildings known as 69 to 73 Whitgift Square Whitgift Centre, as more particularly described in the registered lease	SGL154774
District:		
London Borough: Croydon		
County:	All that leasehold land and buildings known as premises adjoining Units 69-73 The Whitgift Centre, as more particularly described in the registered lease	SGL608619
District:		
London Borough: Croydon		
County: Greater London	All that leasehold land and buildings known as 104, 106, 108 & 110 Broadway West Ealing, as more particularly described in the registered lease	NGL565322
District: Ealing (west)		
London Borough: Ealing		

County: Greater London	All that leasehold land and buildings	AGL54728
District: Ealing (west)	known as 104, 106, 108 & 110	
London Borough: Ealing	Broadway West Ealing, as more	
	particularly described in the registered	
	lease	
County:	All that leasehold land and buildings	NGL745224
District:	known as Store D St. Annes Centre	
London Borough: Harrow	Harrow, as more particularly described	
	in the registered lease	
County:	All that leasehold land and buildings	NGL658725
District:	known as Store D St. Annes Centre	
London Borough: Harrow	Harrow, as more particularly described	
	in the registered lease	
County: Greater London	All that leasehold land and buildings	EGL255849
District: Romford	known as 10 The Liberty Stage 3	
London Borough: Havering	Romford Shopping Centre, as more	
	particularly described in the registered	
	lease	
County:	All that leasehold land and buildings	EGL277780
District:	known as 129, 131 and 133 High	
London Borough: Ilford	Street, as more particularly described	
	in the registered lease	
County:	All that leasehold land and buildings	EGL277779
District:	known as 133A High Road (first and	
London Borough: Ilford	second floors and roof), as more	
	particularly described in the registered	
	lease	

County:	All that leasehold land and buildings	TGL28433
District:	known as Land on the west-side of	
London Borough: Lewisham	Lewisham High Street, as more particularly described in the registered lease	
County:	All that leasehold land and buildings	SGL307878
District:	known as 14 Riverdale, as more particularly described in the registered lease	
London Borough: Lewisham		
County: Greater London	All that freehold land and buildings	LN7814
District: Putney	known as 89, 91 & 93 Putney High Street Putney, as more particularly described in the registered title	
London Borough: Wandsworth		
County: Greater London	All that leasehold land and buildings	TGL41337
District: Putney	known as 89, 91 & 93 Putney High Street Putney, as more particularly described in the registered lease	
London Borough: Wandsworth		
County: Greater London	All that freehold land and buildings	LN33259
District: Putney	known as 89, 91 & 93 Putney High Street, as more particularly described in the registered title	
London Borough: Wandsworth		
County: Greater London	All that leasehold land and buildings	TGL41372
District: Putney	known as 89, 91 & 93 Putney High Street, as more particularly described in the registered lease	
London Borough: Wandsworth		

County: Greater London	All that freehold land and buildings	LN146559
District: Putney	known as 2 Montserrat Road, as more	
London Borough:	particularly described in the registered	
Wandsworth	title	

County: Greater London	All that leasehold land and buildings	TGL41340
District: Putney	known as 2 Montserrat Road, as more	
London Borough:	particularly described in the registered	
Wandsworth	lease	

County:	All that leasehold land and buildings	NGL648311
District:	known as Marylebone House 129 to	
London Borough: City of	137 (odd) Marylebone Road London	
Westminster	SW1, as more particularly described in	
	the registered lease	

Part B
Unregistered Land

(Freehold or leasehold property in England and Wales
title to which is not registered at H.M. Land Registry
of which the Company is the owner)

The leasehold property known as:-

59/63 St. Peter's Street Derby and comprised in the following title deed(s) or other document(s) of title:-

<u>Date</u>	<u>Document</u>	<u>Parties</u>
04.04.1967	Lease	Pearl Assurance Company Limited (1) British Home Stores Limited (2)

The leasehold property known as:-

23-29 (odd nos.) St. Stephens Street Norwich and comprised in the following title deed(s) or other document(s) of title:-

<u>Date</u>	<u>Document</u>	<u>Parties</u>
20.08.1965	Lease	Norwich Union Life Insurance Society Limited (1) British Home Stores Limited (2)

The leasehold property known as:-

48/50 Above Bar Street Southampton and comprised in the following title deed(s) or other document(s) of title:-

<u>Date</u>	<u>Document</u>	<u>Parties</u>
27.06.1967	Lease	Joys & Campbells (Holdings) Limited (Landlord) (1) British Home Stores Limited (Tenant) (2)

The leasehold property known as:-

Units 19/20 GF and 21 GBF Charter Place Watford and comprised in the following title

deed(s) or other document(s) of title:-

<u>Date</u>	<u>Document</u>	<u>Parties</u>
20.08.1998	Lease	The Watford Borough Council (1) BHS plc (2)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00229606

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd MAY 2000 AND CREATED BY BHS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE ANY OBLIGOR (AS DEFINED) TO BARCLAYS BANK PLC (AS SECURITY TRUSTEE IN ACCORDANCE WITH THE SECURITY TRUST AGREEMENT, FOR THE BENEFICIARIES) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th MAY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JUNE 2000.

*h.c.
g.r.*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC026B