

# M

COMPANIES FORM No. 395

Northern 170214884

## Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985



Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

12/5

00229606

Name of company

\* BHS LIMITED (the "Company")

\* insert full name  
of 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\* Postcode

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

Cleaver Fulton Rankin  
Solicitors  
50 Bedford Street  
Belfast BT2 7FW  
NMF/SA/7312.32

For official Use  
Mortgage Section

Post room



Time critical reference

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

See Schedules 3 and 4

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

**Particulars as to commission allowance or discount (note 3)**

None

Signed Cleaver Fulton Rankin

Date 5<sup>th</sup> June 2000

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.

**SCHEDULES TO FORM 395 RELATING TO THE DEBENTURE ENTERED INTO  
BY BHS LIMITED (COMPANY NO.00229606) DATED 22 MAY 2000**

## SCHEDULE 1

### DEFINITIONS

In this Form 395:

**"Acts"** means the Conveyancing Act 1911 and the Conveyancing and Law of Property Act 1881

**"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 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

**"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 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 or any part thereof.

**"Charged Property"** means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture.

**"Collateral Rights"** means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or by law.

**"Form of Deed of Release"** means the form of deed of release set out in Schedule 2 hereto.

**"Headleases"** means in the case of Real Property that is leasehold, the lease under which the Company holds such Real Property.

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

**"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 any part thereof.

**"Occupational Leases"** means any lease, licence, consent or other right to occupy by which any Real Property may be subject from time to time.

**"Permitted Property Transactions"** means those transactions specified in Part I and Part II of Schedule 7.

**"Planning Order "** means the Planning (Northern Ireland) Order 1991 and any subsequent legislation of a similar nature

**"Real Property"** means all estates and other interests in freehold, leasehold and other immovable property situate in Northern Ireland now belonging to the Company and set out in Schedule 1, or hereafter belonging to the Company of which the Company is the registered 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.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**"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.

**"Secured Parties"** means the Beneficiaries as defined in the Security Trust Agreement.

**"Valuation Property"** means the Real Property the subject of the Valuation Reports.

## **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 Secured Parties 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 Secured Parties) or any of the other Secured Parties in respect of any such liabilities.

## **SCHEDULE 3**

### **SHORT PARTICULARS OF ALL THE PROPERTY CHARGED**

#### **3. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

##### **In the Debenture, the Company:**

##### **Fixed Charges**

- 3.1 Charged as beneficial owner 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 fixed charge 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 in the following manner:
- 3.1.1 demised unto the Security Trustee, such of the Real Property other than that assigned pursuant to sub-clause 3.3.1 (Assignment) belonging to it and specified in Part B of the First Schedule hereto and the title to which is not registered at the Land Registry of Northern Ireland together in all cases (to the extent the same are not otherwise subject to a fixed charge hereunder) with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the proceeds of sale of any part thereof and TO HOLD such of the same as are of leasehold tenure for the residue now un-expired of the terms of years for which the same are held by the Company except the last day of any such term and TO HOLD such of the same as are of freehold tenure for the term of 10,000 years from the date hereof subject to the proviso for redemption and subject in the case of any leasehold properties to any necessary third party consent being obtained PROVIDED ALWAYS and agreed and declared that if the Company shall on demand pay to the Security Trustee the secured sums then and in such case the Security Trustee shall at any time after such payment shall have been so made upon the request and at the cost of the Company duly re-convey surrender and release the Real Property
- 3.1.2 charged in favour of the Security Trustee by way of a first fixed charge such of the Real Property comprised in the Folios more particularly set out in Part A of the First Schedule hereto together in all cases (to the extent that the same are not otherwise subject to a fixed charge hereunder) with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the proceeds of sale of all or any part thereof with the payment to the Security Trustee of all moneys due or to become due by the Company to the Security Trustee and consented to the charge thereby created being registered as a burden on such Property and on the above noted Folios subject to the proviso for redemption subject in the case of any leasehold properties to any necessary third party consents being obtained PROVIDED ALWAYS and agreed and declared that if the Company shall on demand pay to the Security Trustee the secured sums then and in such case the Security Trustee shall at any time after such payment shall have been so made upon the request and at the cost of the Company duly re-convey surrender and release the Real Property.

### 3.2 **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.

### 3.3 **Assignments**

Assigned as beneficial owner as 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:

- 3.3.1 to the extent not charged pursuant to Clause 3.1 (Fixed Charges) 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 now or in the future in order to enable the Security Trustee to perfect its rights thereunder or under this 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,
- 3.3.2 the proceeds of any Insurance Policy and all Related Rights, relating to all or any part of the Real Property;

### 3.4 **Floating Charge**

Charged as beneficial owner 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 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 Northern Ireland or of the jurisdiction in which that asset is situated, in favour of the Security Trustee as security for the Secured Obligations.



4. **Further Assurance**

The Debenture contains covenants for further assurance.

5. **Negative Pledge**

The Debenture contains a negative pledge.

## **SCHEDULE 4**

### **Part A**

#### **Registered Land**

(Freehold or leasehold property (if any) in Northern Ireland title to which is registered at The Land Registry of Northern Ireland, and of which the Company is the registered owner)

None.

### **Part B**

#### **Registry of Deeds – Unregistered land**

(Freehold or leasehold property (if any) in Northern Ireland title to which is not registered at the Land Registry of Northern Ireland, but which is registered in the Registry of Deeds in Northern Ireland, of which the Company is the owner)

The freehold/leasehold property known as 6-12 Castle Arcade Belfast, 3-9 Cornmarket Belfast, 11-15 Castle Arcade, Belfast and 13-15 Castle Lane, Belfast and comprised in the following title deed(s) or other document(s) of title:

- bwp  
01
1. Lease dated 30<sup>th</sup> November 1988 made between Storehouse Properties Limited (1) and British Home Stores PLC(2) and varied by Deed of Variation dated 30<sup>th</sup> March 1990 made between Davenbush Limited (1) and BHS PLC (2) and by Deed of Variation dated 15<sup>th</sup> November 1996 made between Storehouse Properties Limited (1) and BHS PLC (2) and by Reversionary Lease dated 15<sup>th</sup> November 1996 made between Storehouse Properties Limited (1) and BHS PLC (2)
  2. Lease dated 30<sup>th</sup> November 1988 made between Storehouse Properties Limited (1) and British Home Stores PLC (2) and varied by Deed of Variation dated 30<sup>th</sup> March 1990 made between Davenbush Limited (1) and BHS PLC (2) and by Deed of Variation dated 15<sup>th</sup> November 1996 made between Storehouse Properties Limited (1) and BHS PLC (2) and by Reversionary Lease dated 15<sup>th</sup> November 1996 made between Storehouse Properties Limited (1) and BHS PLC (2)
- as

# M

COMPANIES FORM No. 398

# 398

**Certificate of registration in  
Scotland or Northern Ireland  
of a charge comprising property  
situate there**

Please do not  
write in  
this margin

Pursuant to section 398(4) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company number

00229606

Name of company

\* BHS LIMITED (the "Company")

\* insert full name  
of company

I Nemonie Fulton, Solicitor

of Cleaver Fulton Rankin, Solicitors, 50 Bedford Street, Belfast, BT2 7FW,  
Northern Ireland

certify that the charges dated 22 May 2000 made between the Company and Barclays  
Bank Plc

§ give date and  
parties to charge

of which a true copy is annexed to this form was presented for registration on 5th June 19 2000  
in ~~Scotland~~ [Northern Ireland]†

† delete as  
appropriate

Signed Nemonie Fulton

Date 5th June 2000

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

Cleaver Fulton Rankin  
Solicitors  
50 Bedford Street  
Belfast BT2 7FW  
DX 421 NR Belfast  
T: 02890243141  
F: 02890249096

For official Use  
Mortgage Section

Post room

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 WHICH WAS PRESENTED FOR REGISTRATION IN NORTHERN IRELAND ON THE 5 JUNE 2000 AND DATED THE 22nd MAY 2000 AND CREATED BY BHS LIMITED FOR SECURING ALL OBLIGATIONS WHEN DUE OR PAYABLE EVERY SUM AT ANY TIME OWING, DUE OR INCURRED BY ANY OBLIGOR TO BARCLAYS BANK PLC AS SECURITY TRUSTEE IN ACCORDANCE WITH THE SECURITY TRUSTAGREEMENT FOR THE SE CURED PARTIES (AS DEFINED THEREIN) ON ANY ACCOUNT WHATSOEVER IN RESPECT OF SUCH LIABILITIES (AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th JUNE 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JUNE 2000.

R  
C/R



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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