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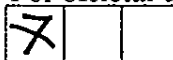
CHFP019

Please do not
write in
this margin**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of CompanyTo the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number



03271699

Name of company

* B A CLOTHING COMPANY LIMITED

("THE CHARGOR")

Date of creation of the charge

16TH SEPTEMBER 2008

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

Guarantee and Fixed and Floating Charge dated 16TH SEPTEMBER 2008 between the Chargor and the other companies listed in Part 1 of the attached Schedule and Barclays Bank PLC ("the Charge")

Amount secured by the mortgage or charge

1 The Chargor covenants to pay or discharge to the Bank on the Bank's demand in writing all indebtedness now or in the future due, owing or incurred (before or after that demand) by any of the Companies to the Bank in any manner.

2 The Chargor covenants and guarantees that it will on the Bank's demand in writing pay or discharge all Indebtedness now or in the future due, owing or incurred (before or after that demand) by each of the Companies or the Chargor to the Bank in any manner (except as a guarantor under the Charge), including in each case all interest, commission, fees, charges, costs and expenses which the Bank may charge to the Chargor in the course of the Bank's business or incur in respect of the Chargor or the Chargors affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

Certain terms used above are defined in Part II of the attached Schedule

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

BARCLAYS BANK PLC
1 CHURCHILL PLACE
LONDON E14 5HPPresenter's name, address and
reference (*if any*)REF. SALES FINANCING 7344
BARCLAYS BANK PLC
UK BANKING SERVICE CENTRE
P O BOX 299
BIRMINGHAM, B1 3PF

Time critical reference

For official use

Mortgage section

Post room

SATURDAY



A08

ADBTS3AW

20/09/2008

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COMPANIES HOUSE

Particulars of all the property mortgaged or charged

As specified in Part III of the attached Schedule

NB The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created

Please see attached 7 Continuation Sheets

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

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

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

FOR **BARCLAYS BANK PLC**

Signed *[Signature]*

Date

6 SEP 2008

On behalf of [Company][mortgagee/xxxxxxx] †

MANAGER

Designation of position in relation to the company. UK BANKING SERVICE CENTRE

† 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,
 or 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge 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 CF14 3UZ

Particulars of a charge continued

Please complete
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Company number

03271699

Name of company

B A CLOTHING COMPANY LIMITED

("THE CHARGOR")

**Schedule to Form 395 for Fixed and Floating Charge
Part I**

List of the Companies

B A CLOTHING (UK) LIMITED

B.A CLOTHING COMPANY LIMITED "The Agent"

**Part II
Definitions**

In this form 395

'Agent' means the company shown as Agent in Part I of this Schedule and includes any successor appointed under clause 18 1 of the Charge,

'Agreement' means the sales ledger finance agreement entered into between the Companies and the Bank (as amended, varied, substituted or replaced from time to time),

'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative,

'Companies' means the companies listed in Part I of this Schedule and includes any company which accedes as a party to the Charge under clause 19 of the Charge (with effect from the time of its accession),

'Debts' means any obligation due to the Chargor under a contract between the Chargor and a third party for the supply of goods or the provision of services or work done and materials supplied or hiring (including any tax or duty payable), whether present, future or contingent, and all its Related Rights, a Debt, where the context permits, includes part of such obligation or part of such Related Rights,

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3 1 3 of the Charge but only insofar as concerns that floating charge,

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Particulars of a charge continued

Company number

03271699

Name of company

B A CLOTHING COMPANY LIMITED

("THE CHARGOR")

DEFINITIONS - CONTINUED

'Indebtedness' includes any obligation for the payment or repayment by the Companies to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, including any liability (secured or unsecured) of the Companies to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges,

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights,

'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2(h) of the Charge,

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

'Non-Vesting Debts' means all Debts which do not, for any reason, vest absolutely and effectively in the Bank from time to time together with the Related Rights to such Debts and the proceeds of related Rights,

'now' means on the date of the Charge and 'present' and 'future' shall be construed accordingly,

'Other Debts' means all debts or monetary amounts owing to the Chargor now or in the future (including, without limitation, all sums owing by the Bank to the Chargor under the Agreement and all overpayments or other sums refundable to the Chargor by any person), excluding only Non-Vesting Debts, Debts purchased by us under the Agreement (unless re-assigned or due to be re-assigned by the Bank to the Chargor) and debts owing to the Chargor on fluctuating accounts with the Chargor's associates (as defined by section 52(3) of the Companies Act 1989),

'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 of the Charge,

CONTINUED

Particulars of a charge continued

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Company number

03271699

Name of company

B A CLOTHING COMPANY LIMITED

("THE CHARGOR")

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DEFINITIONS – CONTINUED

'Related Rights' means in relation to any Debts or returned goods – any of the following

- all the Chargor's rights at law as an unpaid vendor or under a contract of sale but without any obligation on the Bank to complete a contract of sale,
- the benefit of all insurances,
- all negotiable and non-negotiable instruments, all securities, bonds, guarantees and indemnities,
- all the Chargor's rights to any ledger, computer or electronic data or materials or document recording or evidencing a Debt or its Related Rights, and
- all returned goods being goods relating to or purporting to comply with a contract of sale which any debtor shall for any reason
 - reject or give notice of rejection, or
 - return or attempt to or wish to return to the Chargor or the Bank, or
 - which the Chargor or the Bank recover from a debtor,

'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000)

- which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or
- the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank,

including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise,

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Particulars of a charge continued

Company number

03271699

Name of company

B A CLOTHING COMPANY LIMITED

("THE CHARGOR")

Part III

Particulars of Property Mortgaged or Charged

By clause 3 1 of the Charge the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Indebtedness

- 1 by way of legal mortgage, all Land in England and Wales now vested in the Chargor and not registered at H M Land Registry,
- 2 by way of fixed charge
 - (a) all Land in England and Wales now vested in the Chargor and registered at H M Land Registry,
 - (b) all other Land which is now, or in the future becomes, the Chargor's property,
 - (c) all plant and machinery now or in the future attached to any Land,
 - (d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land,
 - (e) all the Chargor's Securities,
 - (f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor,
 - which relate to Assets themselves subject to a fixed charge in favour of the Bank, or
 - which are now or in the future deposited by the Chargor with the Bank,

together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them),
 - (g) all the Chargor's goodwill and uncalled share capital for the time being,
 - (h)
 - all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others,

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Please complete
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Particulars of a charge continued

Company number

03271699

Name of company

B A CLOTHING COMPANY LIMITED

("THE CHARGOR")

PARTICULARS OF PROPERTY MORTGAGED OR CHARGED - CONTINUED

(h) Continued

- The benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,
- all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world;

- (i) all Non-Vesting Debts now or in the future owing to the Chargor,
- (j) all other Debts which are not effectively charged by any other provision of clause 3 1 2 of the Charge,
- (k) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank,
- (l) all amounts realised by an administrator or liquidator appointed to the Chargor upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986

3 by way of floating charge

(a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and

(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland

but in each case so that the Chargor shall not without the Bank's prior written consent

- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge),
- take any other step referred to in clause 5 1 of the Charge with respect to any of the Floating Charge Assets,
- sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

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Particulars of a charge continued

Company number

03271699

Name of company

B A CLOTHING COMPANY LIMITED

("THE CHARGOR")

B A CLOTHING COMPANY LIMITED

Part IV Covenants and Restrictions

- 1 Under clause 3 2 of the Charge, the Bank may at any time crystallise the floating charge created in clause 3 1 3 of the Charge into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice
- 2 Under clause 3 3 of the Charge, subject to the rights of any prior mortgagee, the Chargor must
 - 1 deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1 including insurance and assurance policies,
 - 2 execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depositary system, and give any instructions and take any actions the Bank may require to achieve this
- 3 Under clause 3 6 of the Charge, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Charge and shall rank in order of priority behind the charges created by the Charge
- 4 Under clause 4 1 of the Charge, the Chargor agrees that it will only deal with the Non-Vesting Debts as if they were Debts purchased by the Bank under the Agreement and in particular will not bank or deal with any payments in respect of the Non-Vesting Debts except in accordance with the Agreement
- 5 Under clause 4 2 of the Charge the Chargor must collect and realise all the Chargor's Receivables and immediately on receipt pay all money which it receives in respect of them into the Chargor's bank account with the Bank, or into any other account designated by the Bank, in each case on such terms as the Bank may direct. Pending that payment, the Chargor will hold all money so received upon trust for the Bank separate from the Chargor's own money

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Particulars of a charge continued

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Name of company

B A CLOTHING COMPANY LIMITED

("THE CHARGOR")

COVENANTS AND RESTRICTIONS - CONTINUED

- 6 Under clause 4 3 of the Charge the Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive the Chargor's rights in respect of any Receivables in favour of any other person other than the Bank nor purport to do so
- 7 Under clause 4 4 of the Charge, if proceeds of Receivables are credited or transferred to any account of the Chargor, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilise or withdraw money from that account (whether or not it is in credit) and the Bank may in its sole discretion at any time transfer all or any part of the money standing to the credit of that account to any other account of the Chargor with the Bank or to an account in the Banks own name
- 8 Under clause 5 of the Charge the Chargor must not, except with the Bank's prior written consent :
 - (1) Create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets,
 - (2) Sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them
- 9 Under clause 10 of the Charge
 - (1) the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet,
 - (2) the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3271699
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND FIXED AND
FLOATING CHARGE DATED 16 SEPTEMBER 2008 AND
CREATED BY B.A. CLOTHING COMPANY LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND/OR ALL OR ANY OF THE COMPANIES NAMED
THEREIN TO BARCLAYS BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 20
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER
2008

RB

