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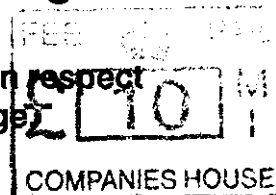
COMPANIES FORM No. 395

## 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

Pursuant to section 395 of the Companies Act 1985

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



# 395

Name of company

\* BMB GROUP LIMITED (THE "COMPANY")

For official use

Company number

[113]

4090218

Date of creation of the charge

26TH JULY 2001

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

Composite Guarantee and Mortgage Debenture made between BMB Group Limited (1), BMB Menswear Limited (2) BMB Apparel Limited (3) and National Westminster Bank Plc (the "Security Trustee", for itself as Bank and Lombard North Central PLC ("Lombard") (4) dated 26th July 2001 (the "Debenture").

Amount secured by the mortgage or charge

All moneys, obligations and liabilities from time to time due, owing or incurred by the Company to the Security Trustee, the Bank and Lombard or any of them under or in connection with this Debenture and the other Finance Documents (as defined below) or on any other account whatsoever, in each case: /

(a) whether incurred actually or contingently and whether alone or jointly with any other person;

(b) whether incurred as primary obligor, as surety or as guarantor;

(c) whether incurred directly to a Beneficiary (defined below) or the Security Trustee or whether any Beneficiary or the Security Trustee is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled; and

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

National Westminster Bank Plc  
135 Bishopsgate  
London

Postcode EC2M 3UR

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

Hammond Suddards Edge  
2 Park Lane  
Leeds  
LS3 1ES

KJW/LDJ/FORMS/3951.J30

Time critical reference

For official Use  
Mortgage Section

Post room



HLE  
COMPANIES HOUSE

0239  
01/08/01

By this Debenture the Company with full title guarantee (save in respect of those assets detailed at paragraph (e), in which case full title guarantee shall apply only to Registered Trade Marks and be construed as subject to any rights and licences granted to any third party in the ordinary course of business) hereby charges in favour of the Security Trustee as a continuing security for the payment, discharge and performance of the Secured Obligations:

(a) by way of first legal mortgage, all the estate and interest of the Company in each freehold and/or leasehold property and in all other freehold and leasehold property now vested in the Company (save to the extent not located within England and Wales), together with all buildings, fixtures and fittings (excluding, in the case of leasehold property, landlord's fixtures but including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and/or the proceeds of sale thereof (the "Legally Mortgaged Property");

(b) by way of first fixed charge, all the estate and interest of the Company in any freehold and/or leasehold property (other than that referred to in paragraph (a) above now or at any time during the continuance of the security constituted by the Debenture owned, acquired

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Hannah Siddons Edge Date 31 July 2001

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

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHFP025

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in black type, or  
bold block lettering

Company Number

4090218

Name of Company

BMB GROUP LIMITED (THE "COMPANY")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

(d) in whatever currency such moneys, obligations and liabilities may be denominated, all costs (including reasonable legal costs), charges and expenses and any VAT thereon properly incurred by the Security Trustee or any Receiver, in each case on a full indemnity basis, in connection with the perfection of the security constituted by this Debenture and the enforcement, exercise or preservation of any of the rights contained in the Finance Documents (the "Secured Obligations").

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"Finance Documents" means the (i) NWB Facilities Agreement, between the Security Trustee, the Company and others dated on or about 26th July 2001 (ii) the Debenture; (iii) a security trust agreement between the Bank (as Security Trustee) and the initial beneficiaries dated 26th July 2001 and (iv) the Lombard Facilities Agreement between Lombard and BMB Apparel Limited for the financing of Jeff & Co shopfittings originally supplied or manufactured by Pel Project Management Limited dated on or about 26th July 2001.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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by or charged to it together with all buildings, fixtures and fittings (excluding landlord's fixtures but including trade fixtures and fittings and fixed plant and machinery from time to time therein or thereon) and/or the proceeds of sale thereof (the "Equitably Charged Property");

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(c) by way of first fixed charge:

(i) all sums for the time being standing to the credit of any Receivables Account (as defined below) held by the Company with the Beneficiaries or any other bank or other financial institution (if such are permitted) together with all rights, title and interest therein, and the debt or debts thereby constituted;

(ii) all present and future benefits in respect of all policies (and the proceeds thereof) of insurance of any kind for the time being effected by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest (the "Insurances");

(iii) all sums now or at any time due or owing to the Company by way of grant, subsidy, compensation or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union; and

(iv) (to the extent that they do not fall within any of the above sub-paragraphs (i) to (iii)) all book debts, both present and future, due or owing to the Company and all other monetary debts and claims (including, without limitation, the proceeds of the realisation of any security, rents, fees, royalties and other income) now and from time to time due or owing to the Company and the benefits of all rights and remedies relating thereto and all present and future things in action which give rise or may give rise to a debt or debts due or owing to the Company (collectively, the "Book and other Debts");

(d) by way of first fixed charge, all stocks, shares, debentures, bonds and other securities for the time being legally or beneficially owned by the Company, whether marketable or otherwise, in any Company, firm, consortium or entity wheresoever situate, including for the avoidance of doubt any such as are share warrants to bearer shares and whether or not the shares to which they relate are denominated in sterling, together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property and other advantages offered at any time by way of bonus, capitalisation, redemption rights, option or otherwise to the holder thereof or in respect thereof or coupons in respect of any of the foregoing (the "Securities") including, but not limited to, the shares in group companies and related rights;

(e) by way of first fixed charge, the uncalled capital, goodwill, licences, trademarks and service marks (including without limitation all symbols, representations and patterns similar to a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (the "Goodwill and Intellectual Property");

(f) by way of first fixed charge, all amounts realised upon the enforcement or execution of any order of a court under Sections 212, 213, 214, 238, 239, 244 and 423 of the Insolvency Act 1986;

(g) by way of first fixed charge, all (if any) interests, rights and entitlements of the Company in all chattels from time to time hired, leased or rented by the Company to any other person together, in each case, with the benefit of the relevant hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance by such person of its obligations under the same;

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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Company Number

4090218

Name of Company

BMB GROUP LIMITED (THE "COMPANY")

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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(h) by way of first fixed charge, the benefit of any covenants for title from time to time given or entered into by any predecessor in title of the Company to all or any part of the Property (as defined below), any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) or other interests in relation to any such Property;

(i) by way of first fixed charge, (in so far as and to the extent the Company is so able) the benefit of all rights and claims of the Company against lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons and against all persons who are under any obligation to the Company in respect of any works of design, repair, construction or replacement to, in or about any of the Property;

(j) by way of first fixed charge, (so far as permitted under the relevant document) all the right, title and interest of the Company in and to all contracts, agreements or warranties affecting any of its freehold or leasehold property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals; and

(k) by way of floating charge, its undertaking and all its other property, assets and rights whatsoever and wheresoever both present or future including, without limitation, the stock in trade of the Company and the property, assets and rights mortgaged or charged under paragraphs (a) to (j) inclusive or (subject to Clause 3.4 of the Debenture) assigned by way of security under Clause 3.2 of the Debenture if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective (all such undertaking, property, assets and rights being described in the Debenture as the "Assets charged by way of Floating Charge").

Definitions:

"Assets Charged by way of Floating Charge" has the meaning given to it in paragraph (k) above.

"Beneficiaries" means National Westminster Bank Plc ("NWB") and Lombard North Central PLC for itself and as agent, from time to time, for various lessors in relation to the financing provided by Lombard North Central PLC to the Group (or any part of it) under or in relation to the Lombard Facilities Agreement ("Lombard") and "Beneficiary" shall be construed accordingly.

"Charged Assets" means all the undertaking, property and assets (of whatsoever nature) of the Company charged or assigned by way of security under the Debenture.

"Permitted Security Interest" means:

(a) a lien or right of set off arising in the ordinary course of trading solely by operation of law or by contractual provisions having a substantially similar effect) except for any lien the rights to which have been asserted;

(b) Security Interests arising under the Debenture; and

(c) Security Interests which the Security Trustee has at any time in writing agreed shall be a Permitted Security Interest.

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

4090218

Name of Company

BMB GROUP LIMITED (THE "COMPANY")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Property" means in relation to the Company, the Legally Mortgaged Property and the Equitably Charged Property of which it is the proprietor and includes any part thereof.

"Receivables Account" the account into which the proceeds of the Book and other Other Debts are paid as agreed by the Security Trustee such account being a separate and denominated interest bearing account of the Company, governed by a mandate in form and substance satisfactory to the Security Trustee, with such bank or other financial institution as the Security Trustee may from time to time require and, pending such payment, the Company shall hold all such proceeds on trust for the Security Trustee.

"Receiver" means a receiver, receiver and manager or administrative receiver appointed pursuant to the provisions of the Debenture.

"Security Interest" means any mortgage, charge, assignment by way of security, hypothecation, pledge, declaration of trust, retention of title, lien, right of set-off or combination of accounts, or any security interest whatsoever, howsoever created or arising.

"Security Period" means the period beginning on 26 July 2001 and ending on the date (as stated by the Security Trustee) upon which all the Secured Obligations which have arisen have been unconditionally and irrevocably paid and discharged in full and the Security Trustee confirms that no further Secured Obligations are likely to arise or the security created by the Debenture has been unconditionally and irrevocably released and discharged.

NB.

The terms of the Debenture provide for the appointment of an administrative receiver.

The terms of the Debenture also provide that the Company shall not at any time during the Security Period (as defined above) create or permit to subsist any Security Interest (as defined above) over the whole or any part of the Charged Assets (as defined above) save for any Permitted Security Interest (as defined above) or part with possession of, transfer, sell, lease or otherwise dispose of or cease to exercise direct control over, or dispose of the right to receive proceeds arising on disposal of, the Charged Assets or any part thereof or any interest therein whether by a single transaction or a series of transactions, save for a permitted disposal.

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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. 04090218

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND MORTGAGE DEBENTURE MADE BETWEEN BMB GROUP LIMITED (1) BMB MENSWEAR LIMITED (2) BMB APPAREL LIMITED (3) AND NATIONAL WESTMINSTER BANK PLC (THE "SECURITY TRUSTEE" FOR ITSELF AS BANK AND LOMBARD NORTH CENTRAL PLC ("LOMBARD") DATED THE 26th JULY 2001 AND CREATED BY BMB GROUP LIMITED FOR SECURING ALL MONEYS OBLIGATIONS AND LIABILITIES FROM TIME TO TIME OWING OR INCURRED BY THE COMPANY TO NATIONAL WESTMINSTER BANK PLC AND LOMBARD OR ANY OF THEM UNDER OR IN CONNECTION WITH THIS DEBENTURE AND THE OTHER FINANCE DOCUMENTS (AS DEFINED) OR ON ANY OTHER ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st AUGUST 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd AUGUST 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

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