

# MG01

## Particulars of a mortgage or charge



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**iris**  
LASERFORM

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

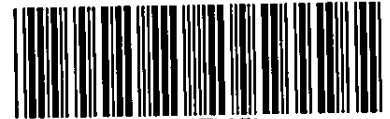
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

WEDNESDAY



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A62

30/06/2010

37

COMPANIES HOUSE

**1**

### Company details

Company number 4 0 9 0 2 1 8  
Company name in full BMB Group Limited (Company)

For official use

→ Filling in this form  
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

**2**

### Date of creation of charge

Date of creation d1 d5 m0 m6 y2 y0 y1 y0

**3**

### Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Composite all assets guarantee and indemnity and debenture dated 15 June 2010 (**Debenture**) made between the Charging Companies (as defined in section 4 below) and the Security Holder (as defined in section 5 below)

**4**

### Amount secured

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

Amount secured All present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) of each of the Obligors to the Security Holder on any account whatsoever and howsoever arising (including, without limitation, under the Financing Documents) together with all Expenses (**Secured Liabilities**)

In this form the following terms shall have the following meanings

**Business Finance Agreement** means the agreement entered into between the Security Holder and one or more Clients which is entitled or otherwise referred to as the "Business Finance Agreement" (cont'd )

**Continuation page**

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

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	GE Commercial Finance Limited (1030032) (Security Holder)	
Address	Enterprise House, Bancroft Road, Reigate, Surrey	
Postcode	R H 2 7 R T	
Name		
Address		
Postcode		

### 6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 The Company, as continuing security for the payment, discharge and performance of all the Secured Liabilities in relation to all of the following assets whether now or in the future belonging to the Company hereby, in each case with full title guarantee</p> <p>1 1 Fixed charges charges to the Security Holder by way of separate fixed charges</p> <p>(a) by way of legal mortgage each property specified in Schedule 1 which is set opposite its name,</p> <p>(b) by way of equitable mortgage its Real Property, other than the property or properties specified in Schedule 1,</p> <p>(c) by way of legal mortgage all the Specified Plant and Equipment together with all spare parts and replacements for and all modifications and additions to the Specified plant and Equipment,</p> <p>(d) all its goodwill, unpaid and/or uncalled capital,</p> <p>(e) all fixtures,</p> <p>(f) with full title guarantee all its Specified Trade Marks,</p> <p>(g) all its Intellectual Property,</p> <p>(h) all its Securities;</p> <p>(i) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Company's Group,</p> <p>cont'd</p>	

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Jayne Gee

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Manchester

Post town Greater Manchester

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6793



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales.**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>and which incorporates the finance schedule thereto and the GE Standard Terms.</p> <p><b>Administrator</b> means an administrator appointed under the Debenture</p> <p><b>Appointee</b> means an Administrator or Receiver, as the case may be</p> <p><b>Charging Company</b> means each Initial Charging Company and any other company which becomes a party to the Debenture pursuant to a Supplemental Deed</p> <p><b>Clients</b> means each person, other than the Security Holder, which is a party to the Business Finance Agreement as a Client</p> <p><b>Encumbrance</b> means any mortgage, charge, standard security, pledge, lien, assignment or assignation by way of security, hypothecation, security interest, title retention, flawed asset agreement, preferential right, right of set-off, trust arrangement or other arrangement for the purpose of and having a similar effect to the granting of security whether by law or agreement or other security interest of any kind</p> <p><b>Expenses</b> means any of the following</p> <p>(1) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid, or if earlier, incurred by or on behalf of the Security Holder or any Appointee (in each case on a full indemnity basis)</p> <p>(a) in relation to the Charged Assets,</p> <p>(b) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any right under or pursuant to any of the Financing Documents,</p> <p>(c) in procuring the payment, performance or discharge of the Secured Liabilities, or</p> <p>(d) in stamping, perfecting or registering any of the Financing Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto), and</p> <p>(ii) the principal amount of any borrowings, together with interest thereon, and all expenses and liabilities of the Security Holder or any Appointee paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents.</p> <p><b>Financing Documents</b> means the following documents</p> <p>(i) the Business Finance Agreement;</p> <p>(ii) the GE Standard Terms,</p> <p>(iii) the Debenture,</p>	

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

(iv) any assignment by way of security,

(v) any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss entered into by the Company in favour of the Security Holder,

(vi) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of the Company against any other Obligor or person liable to the Security Holder in respect of the Secured Liabilities and

(vii) any agreement, instrument, notice or certificate delivered or entered into in connection with any of the above

**GE Standard Terms** means the terms set out in the document entitled or otherwise referred to as the GE Standard Terms

**Initial Charging Companies** means.

BMB Clothing Limited (4090249)  
Worth Valley Menswear Limited (01247419)  
Baird Group Limited (06755436)  
Speciality Retail Group Limited (00301946)  
Melka Trading Limited (05332399)  
Addison & Steele Tailoring Limited (03990225)  
BMB Group Limited (04090218)

**Obligor** means the Company, each Client and any other person which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of any such Charging Company, Client or other such person to the Security Holder

**Receiver** means a receiver appointed under the Debenture

**Supplemental Deed** means a deed supplemental to the Debenture executed by a company in form and substance satisfactory to the Security Holder by virtue of which that company becomes bound by the Debenture in the capacity of a Charging Company

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(j) all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986,

(k) all its documents of title which at any time and for any purpose have been or may be deposited with the Security Holder and the property mentioned in such documents,

(l) all of its Non-Vesting Debts;

(m) all of its Other Debts,

(n) all monies in the accounts specified in Clause 4 2 1 of the Debenture and in any other account in the name of the Company under the control of or operated in accordance with the directions of the Security Holder

1 2 **Floating charge** charges to the Security Holder by way of a floating charge all of its undertaking, property, rights and assets (including, without limitation, the Plant and Equipment) whatsoever and wheresoever, both present and future (including to the extent that any such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under Clause 1 3),

1 3 **Assignments by way of security:** assigns and agrees to assign by way of security to the Security Holder all its rights, title and interest in and to:

(a) the benefit arising under the Policies, and

(b) any contracts relating to or benefitting any of the Charged Assets

#### Negative pledge:

The Company will ensure that no Encumbrances (other than liens arising by operation of law in the ordinary course of business and securing obligations not more than 60 days overdue) will arise on or after the date of the Debenture in respect of its Charged Assets without the prior written consent of the Security Holder

In this form the following terms shall have the following meanings:

**Associate** means a person which, directly or indirectly controls or is controlled by or is under common control with any Obligor, or a person which beneficially owns or holds, directly or indirectly, 5% or more of any class of voting shares of any Obligor, or a person in which 5% of any class of voting shares is beneficially owned or held directly or indirectly, by any Obligor

**Associated Rights** means in relation to a Charging Company which is a Client, and any Debt, any of the following

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(i) all the rights of the Company as an unpaid vendor or which arise under the Contract of Sale,

(ii) all evidence of the Contract of Sale or its performance or any Disputes arising,

(iii) all documents of title to goods, warehouse keepers' bills of lading, shipping documents, airway bills or similar

(iv) the benefit of all insurances and all rights and powers under the insurance policies

(v) all Remittances, securities, Encumbrances and guarantees

(vi) all Accounting Records,

(vii) all Returned Goods and their proceeds of sale

**Charged Assets** means, in relation to the Company, all its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same

**Contract of Sale** means a contract in any form, including a purchase order, between a Client and a Debtor for the sale or hire of Goods or the provision of services or work done

**Debt** means any obligation (present, future or contingent) of a Debtor to make payment under a Contract of Sale, including all Associated Rights

**Debtor** means a person who incurs or may incur any indebtedness under a Contract of Sale

**Fixtures** means, in relation to the Company, all fixtures and fittings and fixed plant and machinery on the Real Property now or in the future

**Goods** means any merchandise or materials, or where the context admits, any work or services which are the subject of a Contract of Sale

**Group** means in relation to any company, that company and its Subsidiaries, its holding company (as defined in section 736 Companies Act 1985) and the Subsidiaries of that holding company

**Intellectual Property** means in relation to the Company, all its patents (including applications, improvements, prolongations, extensions and rights to apply therefore), designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered), utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world excluding Specified Trade Marks



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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Inventory** means, in relation to the Company, all inventory or stock at any time owned by it, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such person for sale or lease

**Non-Vesting Debt** means in relation to a Charging Company, which is a Client, any Debt to be purchased by the Security Holder under the Business Finance Agreement which either fails to vest in the Security Holder for any reason or where the assignment of that Debt to the Security Holder is void whether as between the Security Holder and such Charging Company or as between the Security Holder and any third party

**Other Debt** means in relation to the Company

(1) all present and future book and other debts due or owing to the Company, the proceeds of the same and all other monies due and owing to the Company or which may become due and owing to it in the future

(11) all monies (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Company with any bank, financial institution or other person and the debts represented thereby

(111) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution; and

(1v) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the debts, proceeds, monies or sums referred to in any of paragraphs (1), (1i) or (111) above

including, in each case, all Remittances and Associated Rights in respect thereof but excluding, in the case of a Charging Company which is a Client (and for the period of time it is or remains a Client)

(i) Non-Vesting Debts, and

(11) any Debts whilst they remain vested in, or held on trust for, the Security Holder under the Business Finance Agreement

**Plant and Equipment** means, in relation to the Company, all plant, machinery and other equipment (excluding the Specified Plant and Equipment) and all tools, furniture, attachments accessories and other tangible personal property (except Inventory and Fixtures) owned by it now or in the future and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto.

**Policies** means in relation to each Charging Company, the policies of insurance in which it is interested details of which are set out in Schedule 4 of the Debenture (replicated in schedule 4 below), and any other policies of insurance in which such Charging Company may now or hereafter have an interest and "Policy" shall mean each one of the

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**Particulars of a mortgage or charge**

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Policies</p> <p><b>Real Property</b> means in relation to the Company, all freehold and leasehold properties and other real property both present and future of such Obligor (including the property or properties specified in Schedule 1 and set opposite its name), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein</p> <p><b>Remittances</b> means in relation to any Charging Company which is a Client, all cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS, CHAPS and any other remittance or instrument of payments in whatever form received by the Security Holder, the Company or its agents towards discharge of a Debt</p> <p><b>Returned Goods</b> means in relation to any Charging Company which is a Client, any Goods relating to or purporting to comply with a Contract of Sale which any Debtor shall for any reason reject or return or attempt to reject or return to the Company or the Security Holder or which the Company or the Security Holder recovers from a Debtor</p> <p><b>Securities</b> means in relation to the Company, all its stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details which appear in Schedule 2) and all other interests (including, but not limited to, loan capital/both present and future held by the Company in any person and including all allotments, rights, benefits and advantages whatsoever at the time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference option or otherwise in respect thereof</p> <p><b>Specified Plant and Equipment</b> means in relation to the Company the plant, machinery and other equipment set opposite its name in Schedule 3</p> <p><b>Specified Trade Marks</b> means the registered trade marks and applications for registered trade marks owned by the Company as listed in schedule 6 of the Debenture (Specified Trade Marks)</p> <p><b>Subsidiary</b> means a subsidiary within the meaning of section 736 Companies Act 1985 and, unless the context otherwise requires, a subsidiary undertaking within the meaning of sections 258-260 Companies Act 1985 aotherwisetited by section 21 Companies Act 1989</p> <p style="text-align: center;"><b>Schedule 1</b></p> <p style="text-align: center;">Real property</p> <p style="text-align: center;">Not applicable</p>	

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Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Securities

Not applicable

Schedule 3

Specified Plant and Equipment

Not applicable

Schedule 4

Policies

Allianz Insurance plc, Policy No SZ/18128618 and Policy No GBM130769100A



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4090218  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE ALL ASSETS  
GUARANTEE AND INDEMNITY AND DEBENTURE DATED 15  
JUNE 2010 AND CREATED BY BMB GROUP LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OF THE OBLIGORS TO GE COMMERCIAL FINANCE  
LIMITED (SECURITY HOLDER) ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 30 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JULY 2010

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES