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COMPANIES FORM No. 395
Particulars of a mortgage or charge

B of NEW YORK
£20 X 2
025457

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
(Address overleaf – Note 5)

For official use

b		
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03331347

Name of company

* insert full name
of company

* CRAVEN FAWCETT (1997) LIMITED (the "Client")

Date of creation of the charge

12TH FEBRARY 2001

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All moneys and liabilities which are now or at any time hereafter, due or owing or incurred by the Client to GMAC or for which the Client may become liable, on any account or in any manner whatever whether actual or contingent, upon the happening of any event together with interest and other charges and all legal and other costs, charges, expenses and other payments (the "Indebtedness")

Name and addresses of the mortgages or persons entitled to the charge

GMAC Commercial Credit Limited ("GMAC")
Sovereign House, Church Street, Brighton, East Sussex

Post Code BN1 1SS

Presentor's name and reference (if any):

A T G Hooper
GMAC Commercial Credit Limited
Sovereign House
Church Street
BRIGHTON
East Sussex BN1 1SS

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See schedule 1

Please do not
write in the margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

12/2/01

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.
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 CF14 3UZ

Schedule 1

Company Name: CRAVEN FAWCETT (1997) LIMITED
Company Number: 03331347

- 1 THE Client with full title guarantee charges with the repayment to GMAC of the Indebtedness and so that the Charges created by the Debenture shall be a continuing security:-
 - 1.1 The freehold and/or leasehold properties of the Client specified in Part I of Schedule 2 to this Form 395, the proceeds of sale of that property, the benefit of any covenants and rights attaching to that property and all fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
 - 1.2 All other (if any) freehold and leasehold property of the Client both present and future, the proceeds of sale of that property, the benefit of any covenants and rights attaching to that property and all fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
 - 1.3 All book debts both present and future now or hereafter due or owing to the Client (except those vesting in GMAC under the factoring or invoice discounting agreement between the Client and GMAC (the "Agreement")) and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation of proprietary rights tracing and unpaid vendors liens and all other similar and associated rights;
 - 1.4 All other monetary debts and claims both present and future and all money standing to the credit of bank accounts and the debts represented by the balances on such accounts (including things in action which give rise or may give rise to a debt or debts) now or hereafter due or owing to the Client and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in paragraph 1.3 above;
 - 1.5
 - 1.5.1 All stocks shares and other interest including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Client both present and future of the Client in (and from) any company which now is or may hereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Client; and
 - 1.5.2 The full benefit of all stocks shares and securities which or the certificates of which are now or may be lodged with GMAC or held by GMAC or its agents or transferred to or registered in the name of GMAC or its agents or their respective nominees; and
 - 1.5.3 All rights in respect of or incidental to the property described in 1.5.1 and 1.5.2 above; and
 - 1.5.4 All stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the property described in paragraph 1.5 including all dividends interest and other income payable in connection therewith;
 - 1.6 All policies of insurance in which the Client has an interest, the benefit of any claim to proceeds of such insurance and the right to return of any premium in relation to such insurance;

- 1.7 All know-how, patents, trademarks, designs, business names or similar rights, copyrights or other intellectual property monopoly rights and any licence or other interest in any such rights;
 - 1.8 The goodwill and the uncalled capital of the Client both present and future;
 - 1.9 The undertaking and all the property and assets of the Client both present and future including (without prejudice to the generality) heritable property and all other property and assets in Scotland and the property described in paragraphs 1.1 to 1.8 above inclusive if and insofar as the charges thereon or on any part or parts thereof shall for any reason be ineffective as fixed charges.
- 2 The charges created by the Debenture shall:-
- 2.1 As regards the property described in paragraphs 1.1 to 1.8 inclusive be a first fixed charge subject only to the encumbrances (if any) specified in Part II of Schedule 2 to this Form 395 (and as regards the property described in paragraph 1.1 shall constitute a charge thereon by way of legal mortgage); and
 - 2.2 As regards the property described in paragraph 1.9 shall be a first floating charge.
 - 2.3
 - 2.3.1 There shall be excluded from the charges created by paragraphs 1.1 and 1.2 any leasehold property from time to time held by the Client where the terms of the relevant lease prohibit the creation of security over such lease without the consent of the landlord;
 - 2.3.2 In each such case the Client undertakes to make application for the consent of the landlord to the creation of the charges created by paragraphs 1.1 and 1.2 within 30 days of the date hereof or 30 days of the date of acquisition of any such property acquired after the date hereof and in respect of each lease which provides that the landlord will not unreasonably withhold its consent to use all reasonable endeavours to obtain such consent and to keep GMAC informed of the progress of its negotiations with such landlord;
 - 2.3.3 Forthwith upon receipt of the landlord's consent as aforesaid, the relevant property shall be charged to GMAC pursuant to the terms of this paragraph 2.3.
 - 2.3.4 In relation to each leasehold property charged pursuant to this paragraph 2.3, the Client undertakes to use its reasonable endeavours to obtain from any landlord of such property a waiver in respect of that landlord's right to levy distress against the Client's goods.
- 3 The floating charge created by the Debenture and referred to in paragraph 1.9 above shall crystallise upon the occurrence of the earliest of the following events, namely:-
- 3.1 The commencement of winding-up of the Client whether voluntary or compulsory;
 - 3.2 The appointment of a receiver of the Client's assets or of any part thereof;
 - 3.3 The Client's entry into any compromise, composition or scheme of arrangement with its creditors or any assignment for the benefit of creditors;
 - 3.4 The service on the Client by GMAC of a crystallisation notice.

- 4 The Client shall not without first obtaining the written consent of GMAC
- 4.1 Create or permit to arise or continue any mortgage debenture charge or lien (except the encumbrances (if any) specified in Part II of the Schedule 2 to this Form 395 and except a lien affecting chattels of the Client arising by operation of law in the ordinary course of business) ranking in priority to or pari passu with the charges created by the Debenture;
- 4.2 Sell assign discount factor or otherwise dispose of the property described in paragraphs 1.3 to 1.4 above or deal with the same in any way otherwise than by paying into such account of the Client or GMAC as GMAC may from time to time direct all moneys which it may receive in respect of such property and treat such moneys as if they were moneys received in respect of debts vested in GMAC under the Agreement.

NB: If any items are specifically referred to in the schedule to the Debenture they should be replicated in schedule 2 to the 395

Schedule 2

Company Name: CRAVEN FAWCETT (1997) LIMITED
Company Number: 03331347

Part I – The Property

All that property on the North Side of Dewsbury Road, Wakefield.

TITLE NUMBER: WYK607486

Part II – The Encumbrances

N/A

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03331347

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th FEBRUARY 2001 AND CREATED BY CRAVEN FAWCETT (1997) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GMAC COMMERCIAL CREDIT LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th FEBRUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th FEBRUARY 2001.

LR.
P.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —