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

*insert full name of company

COMPANIES FORM No. 395 Particulars of a mortgage or charge

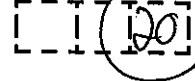
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



451454

Name of company

* Armitage & Rhodes PLC (to be renamed Greatcoat PLC) (the "Company")

Date of creation of the charge

28 February 1997

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

- 4.
- 1.1 All monies and liabilities which now are or shall at any time hereafter be due, owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever provided that the monies and liabilities which the Company hereby covenants to pay and discharge shall not include any monies and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed between the Company and the Bank;
 - 1.2 On a full and unlimited indemnity basis all costs, charges, losses, expenses and other sums mentioned in clause 16 of the Charge;
 - 1.3 Interest to the date of discharge on all sums payable and liabilities to be discharged under any of the provisions of the Charge.

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

Clydesdale Bank Public Limited Company, Incorporated under the Companies Acts and having their Registered Office at Number Thirty Saint Vincent Place, Glasgow, Strathclyde G1 2HL (the "Bank").

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

Addleshaw Booth & Co
Dennis House
Marsden Street
Manchester
M2 1JD

SPC/RXC/106726/02

(RXC0D59:MXW)
Time critical reference

For official use
Mortgage Section



JMA *J5YKMTXI* 206
COMPANIES HOUSE 12/03/97

Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges by way of legal mortgage the following property (the "**Property**") and references to the Property shall include reference to any part of it and shall include all buildings fixtures (including trade fixtures) and fixed plant and machinery for the time being thereon):

1. All that property at Calder Vale Mills, Huddersfield Road, Dewsbury, West Yorkshire and registered at H M Land Registry under Title Numbers WYK252797, WYK126757 and WYK450071; and
2. The freehold property known as Calder Vale Mills, Huddersfield Road, Dewsbury, West Yorkshire and all other property now vested in the Company and comprised in the undermentioned deeds and documents.

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Particulars as to commission allowance or discount (note 3)

NIL

Signed Addleshaw Booth & Co.

Date 12 March 1997.

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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

451454

Name of Company

Armitage & Rhodes PLC (to be renamed Greatcoat PLC) (the "Company")

Limited*

* delete if
inappropriate

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

[Empty box for description of the instrument]

- 2 Interest payable under paragraph 1 above shall be computed and compounded as agreed from time to time between the Company and the Bank or in the absence of such agreement compounded quarterly according to the current practice for the time being of the Bank and computed at the rate of 2% (two per cent) per annum over the Bank's base rate from time to time and shall be payable as well after as before any demand on or judgment against the Company.

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

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Date	Deed/Document	Parties
03.04.1948	Conveyance	Charles Edward Butterworth and Armitage & Rhodes Limited
26.02.1973	Conveyance	Johnson Group Cleaners Properties Limited and Armitage and Rhodes Limited
24.05.1973	Conveyance	Johnson Group Cleaners Properties Limited and Armitage and Rhodes Limited

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(with the intent that the security created by the Charge shall extend to and include the Company's full title interest in the Property or in the proceeds of sale thereof).

The security granted by the Charge is given subject to a legal charge dated 17 December 1987 and made by the Company in favour of Birmingham Midshires Building Society (the "Society") and a legal charge dated 22 September 1995 and made by the Company in favour of the Society.

Note:

The Company covenants with the Bank that the Company will:

- 1 punctually pay or cause to be paid all rents, rates, taxes, assessments, levies, impositions and outgoings howsoever imposed upon or payable in respect of the Property or its use and when the same shall become payable.
- 2 at the expense of the Company insure and keep insured the Property with insurers acceptable to the Bank against such risks and in such amounts and otherwise upon such terms at the Bank may require and failing such requirement insured to the full reinstatement value thereof (including the cost of site clearance architects' surveyors' and other professional fees and value added tax) against fire and all other risks against which property of the same type is from time to time normally insured and so that if the Company shall fail to insure in accordance with this covenant the Bank may (without being obliged so to do) itself insure and keep insured the Property and the Company shall be liable to the Bank for the expenses of the Bank in so doing.
- 3 not without the prior consent in writing of the Bank create or attempt to create or permit to subsist any mortgage or charge upon or permit any lien or other encumbrance to arise on or affect any part of the Property.
- 4 not without the prior written consent of the Bank grant or agree to grant any licence or tenancy affecting all or any part of the Property nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 or 100 of the Law of Property Act 1925 nor in any other way dispose or agree to dispose of or create any legal or equitable estate or interest in or in the proceeds of sale of the Property or any part thereof nor part with possession thereof.
- 5 not without the prior written consent of the Bank conclude any negotiations for the review of the rent under or for the renewal under Part II of the Landlord and Tenant Act 1954 of any lease or tenancy under which the Property is held or any lease or tenancy binding on the Bank to which the Property may from time to time be subject (such consent not to be unreasonably withheld).
- 6 not without the prior written consent of the Bank:
 - 6.1 carry out or permit or suffer to be carried out on the Property any development as defined in the Town and Country Planning Act 1971; or
 - 6.2 change or permit or suffer to be changed the use of the Property which may adversely affect its value; or

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

451454

Name of Company

Armitage & Rhodes PLC (to be renamed Greatcoat PLC) (the "Company")

Limited*

* delete if
inappropriate

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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- 6.3 make or cause or permit to be made or caused any alteration in or addition to the Property which may adversely affect its value.
- 7 if and to the extent that the Charge shall rank after any prior charge punctually pay all sums due and will comply with the obligations and covenants on the part of the Company under such prior charge and will not without the prior written consent of the Bank increase or seek to increase any priority of a principal sum owing under such prior charge.

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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. 00451454

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 28th FEBRUARY 1997 AND CREATED BY ARMITAGE & RHODES PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PUBLIC LIMITED COMPANY ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th MARCH 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MARCH 1997.

M. Cornelius

M. CORNELIUS

for the Registrar of Companies

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[Signature]



COMPANIES HOUSE