

Particulars of a mortgage or charge

395

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)

For official use

Company number

1318

924669

Name of company

\* Carpets International (UK) Limited (the "Company")

Date of creation of the charge

6 December 2002

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

Deed of Debenture (the "Debenture")

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever, of the Company to the Chargee under the terms of facility agreement dated 6 December 2002 between the Company, the Chargee and others or the fees letter of 6 December 2002 addressed by the Chargee to the Company or the Debenture or the deed of subordination dated 6 December 2002 between the Company, the Chargee and others (the "Secured Liabilities").

7

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

Burdale Financial Limited (the "Chargee")
53 Queen Anne Street
London
Postcode W1G 9HP

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

Scott Macdonald
Tite & Lewis
Alder Castle
10 Noble Street
London EC2V 7TL

For official Use
Mortgage Section

Post room



LD6 \*LNALKGUX\* 0293
COMPANIES HOUSE 18/12/02

Time critical reference
1131/839/4

Short particulars of all the property mortgaged or charged

1 By way of first legal mortgage:

1.1 all the Mortgaged Property and all other interests in any freehold or leasehold property belonging to the Company on the date of the Debenture or thereafter; and

1.2 with the exception of the Mortgaged Property, all interest in any freehold or leasehold property, as at the date of the Debenture or thereafter, belonging to the Company.

2 By way of first fixed charge:

2.1 with the exception of any items forming part of the Company's stock and trade, as at the date of the Debenture and in the future, all plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Company and property (other than fixtures and fittings), including without limitation, those of trade, and fixed plant and machinery on the Mortgaged Property) as at the date of the Debenture or in future relating to it or used in connection with it and replacements and substitutions for it wherever located and the Company's interest in any such equipment in its possession as at the date of the Debenture or in the future;

**Continued on attached sheet**

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

[Empty box for commission allowance or discount]

Signed Tite Lewis Date 17 December 2002

On behalf of ~~[company]~~ ~~[mortgagee]~~/chargee]t

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

t 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

2.2 all of the Company's benefits, claims and returns of premiums in respect of all contracts and policies of insurance taken out by or for the Company or in which the Company has an interest (to the extent of that interest);

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

2.3 all of the Company's right, title and interest (if any) in and to the Blocked Accounts and all money standing to the credit of any of the Blocked Accounts and the debts represented by them;

2.4 the Company's goodwill and its uncalled capital both as at the date of the Debenture and thereafter;

2.5 all of the Company's book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets), both uncollected and collected, proceeds of the same and all monies otherwise due and owing to the Company but excluding the Blocked Accounts and such other bank account of the Company as the Chargee may permit (the "Charged Accounts") and any amount standing to the credit of any Charged Account;

2.6 the benefit all rights, securities and guarantees of whatsoever nature enjoyed or held by the Company;

2.7 the Company's rights under any hedging arrangements;

2.8 any of the Company's beneficial interests, claim or entitlement in any pension fund;

2.9 the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the business of the Company or the use of any assets of the Company the subject of any security created by the Debenture and the right to recover and receive all compensation which may be payable to the Company; and

2.10 all of the Company's Intellectual Property;

2.11 all of the Group Shares held as at the date of the Debenture in the future by the Company and/or any nominee on the Company's behalf, the same to be a security by way of a first mortgage;

2.12 all dividends and other distributions paid or payable after 6 December 2002 on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares accruing to all or any of the Group Shares held as at the date of the Debenture or in the future by the Company and/or any nominee on the Company's behalf, the same to be a security by way of a first mortgage or charge; and

2.13 all of its right, title and interest in and to certain specified equipment; and (b) all spare parts and replacements for and all modifications and additions to that equipment.

3 By way of a floating charge all of the assets of the Company not otherwise effectively mortgaged or charged by way of fixed mortgage or charge.

In this Form 395 the following words and phrases have the meanings set out below:

"Blocked Accounts" means the accounts of the Company with Fleet National Bank, sort code 60-01-62:(a) account number 00613343; and (b) the account of the company designated as the cash collateral account by the Chargee from time to time (as the same may be re-designated, re-numbered or re-named from time to time), or such other account(s) as previously approved by the Chargee;

"Group Shares" means the 4 Ordinary Shares of £1.00 in Abingdon Carpets (Export) Limited, the 2 Ordinary Shares of £1.00 in Whitehorse Carpet Company Limited and the 2 Ordinary Shares of £1.00 in Texture-Tex (Europe) Limited held by the Company;

"Intellectual Property" means all existing patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licenses in connection with any of the foregoing including but not limited to the Specified Intellectual Property);

"Mortgaged Property" means each of Units 4a and 4b Melton Park Ind Est, Gibson Lane, Melton, Hull HU11 3HB, 5 Nuffield Way, Abingdon, Oxon OX14 1RL, Park 26, Bradford, Units A and B, 4 Coop Place, Rooley Lane, Bradford BD5 8XQ, Parkview East Ind Est, Parkview Road East, Hartlepool TS25 1PG, Wellington Mills, Plover Road, Oaks, Huddersfield HD3 3HR, Parkway, Pen-y-Fan Ind Est, Crumlin, Newport, 41 High Bangor Road, Donaghadee, Northern Ireland BT21 0PA Gwent NP1 13XG, 7 Saintfield Road, Killinchy, Northern Ireland BT23 6RJ;

"Specified Intellectual Property" means the trade marks set out below:

Trade Mark	Registered Number	Class
Lancaster Carpets	UK2, 125, 152	27
Abingdon	UK2, 125, 145	27
Wilton Royal	UK2, 125, 144	27
Kosset	UK908, 247	27
Crossley	UK876, 138	27

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

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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. 00924669

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED THE 6th DECEMBER 2002 AND CREATED BY CARPETS INTERNATIONAL (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BURDALE FINANCIAL LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 2002.

JP  
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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —