

M

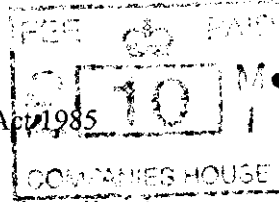
NAT 720x2
0006x1

Particulars of a charge

395

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985



Company number

To the Registrar of Companies
(Address overleaf - Note 5)

3

00305912

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

Name of Company

WITTON MILL CO., LIMITED

* insert full name of company

Date of creation of the charge

12th APRIL 2000

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

Debenture

Amount secured by the mortgage or charge

All monies and obligations and liabilities now or at any time after the date of this Deed due owing or incurred by the Chargor to City Invoice Finance Limited ("the Chargee") (including without limitation, under or pursuant to the Invoice Discounting Agreement and/or this Deed) in each case when the same become due for payment or discharge, whether by acceleration or otherwise and whether such monies obligations or liabilities are express or implied present future or contingent joint or several incurred as principal or in any other matter. Such liabilities shall without limitation include interest commission fees costs and expenses on a full and unqualified indemnity basis which may be incurred by the Chargees in relation to such liabilities in accordance with the Invoice Discounting.

Contd/ (see rider 1)

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

City Invoice Finance Limited whose registered office is situate at 7th Floor, Television House,
Mount Street, Manchester

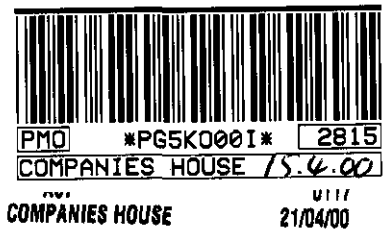
Postcode	M2 5NT
----------	--------

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

City Invoice Finance Limited
7th Floor
Television House
Manchester
M2 5NT

For official Use
Mortgage Section

Post Room



Time critical reference

Now PART.

3.1 The Chargor charges to the Chargee with full title guarantee and by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations and following assets both present and future from time to time owned by the Chargor or in which the Chargor may from time to time have an interest:-

Please do not write in this margin

(a) **Properties**

All present and future freehold and leasehold properties (including without limitation, the property specified in the schedule (if any)) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery for the time being on such property of land together with all rights, easements and privileges appurtenant to, or benefiting the same:

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

(b) **Plant and Machinery**

All plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same:

Cont/d (see rider 2)

Particulars as to commission allowance or discount (note 3)

[Empty box for commission allowance or discount]

Signed

Date

19th April 2000

On behalf of 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. The address of the Registrar of Companies is:
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

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

Continuation Sheet No 1
to Form No. 395 and 410 (Scot)

Company number

00305912

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

Name of company

*delete if
inappropriate

WITTON MILL CO., LIMITED

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

Rider 1

The Chargor further agrees to pay interest on each amount demanded of it under this Deed from the date of such demand until payment (as well after as before judgement) calculated on a day to day basis.

All monies obligations and liabilities covenanted to be paid by the Chargor shall be defined as "the Secured Obligations".

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

Rider 2

(c) **Securities**

all stocks, shares, bonds and securities of any kind whether marketable or otherwise and all other interests (including, but not limited to, loan capital) in any person, including all allotments, rights, benefits and advantages at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of such Securities;

(d) **Debts**

all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner and whether originally owing to the Chargor or purchased or otherwise acquired by it (including, without limitation any amount from time to time standing to the credit of any bank or other account with the Chargee or with any other person) and all things in action which may give rise to any debt, revenue or claim together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating to such Encumbrances or Collateral Instruments (including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendors liens and associated rights);

(e) **Insurances**

all monies from time to time payable to the Chargor under or pursuant to the Insurances including, without limitation, the refund of any premiums;

(f) **Goodwill and uncalled capital**

all goodwill and uncalled capital; and

(g) **Intellectual Property Rights**

all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property.

3.2 Floating Charge

The Chargor charges to the Chargee with full title guarantee and by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property assets and rights, both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3.1 or otherwise pursuant to this Deed.

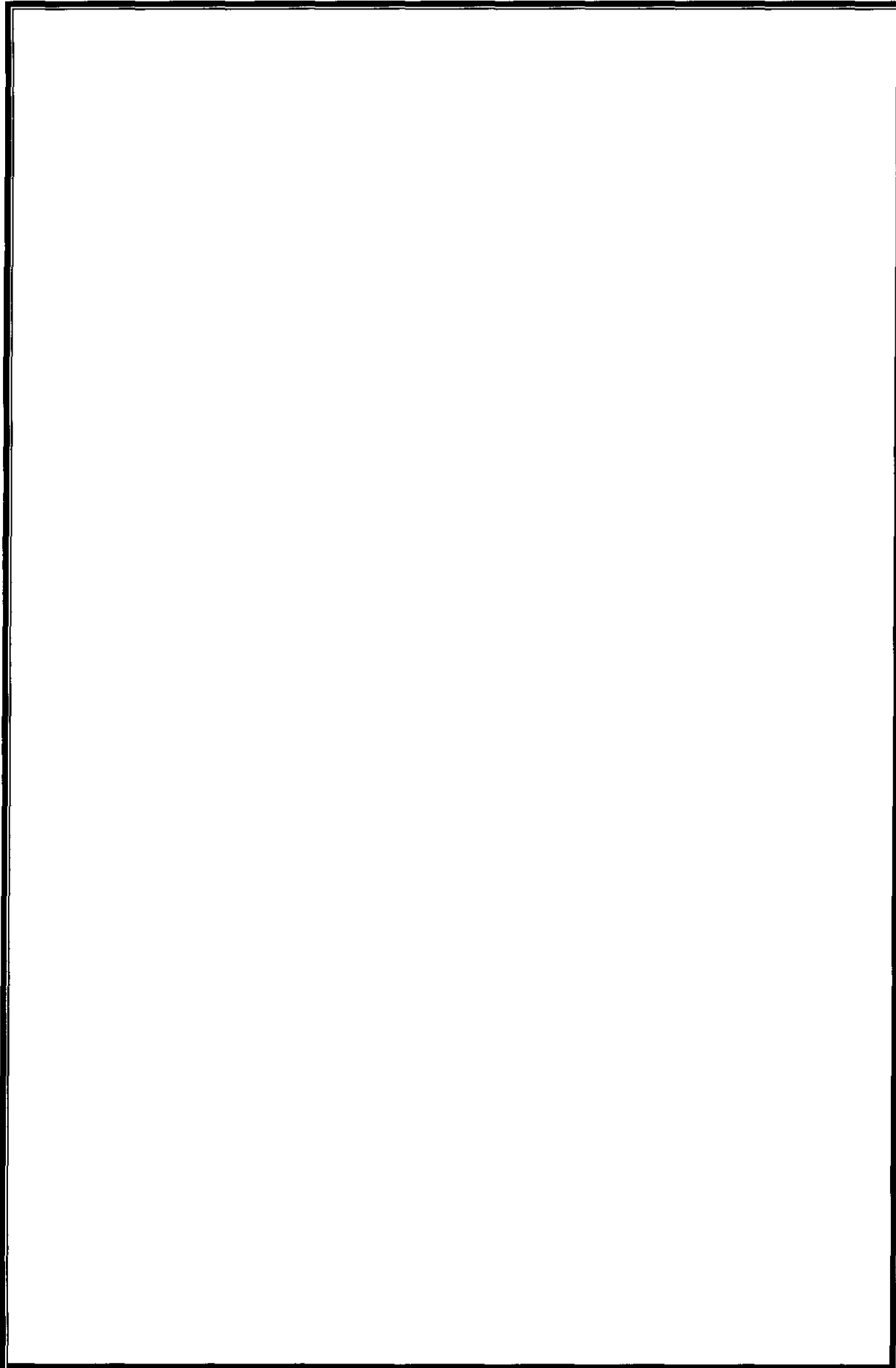
Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please do not
write in this
binding margin

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

--

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



FILE COPY



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

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

COMPANY No. 00305912

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 12th APRIL 2000 AND CREATED BY WITTON MILL CO., LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CITY INVOICE FINANCE LIMITED INCLUDING WITHOUT LIMITATION UNDER OR PURSUANT TO THE INVOICE DISCOUNTING AGREEMENT AND/OR THE DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th APRIL 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC026