

# M

COMPANIES FORM No. 395

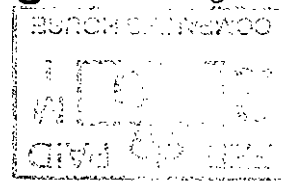
## Particulars of a mortgage or charge

B/E  
EAO  
07/10

# 395

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985



①

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

To the Registrar of Companies

For official use

Company number

31

02457584

Name of company

\* insert full name of company

\* Alexander Drew & Sons Limited (the "Company")

Date of creation of the charge

25<sup>th</sup> June 1999

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

Composite Debenture - see continuation sheet

Amount secured by the mortgage or charge

See continuation sheet

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

Northern Bank Limited, Donegall Square West,  
Belfast BT1 6JS as security trustee (see continuation sheet)

Postcode

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

AFRC/S

Arthur Cox Northern Ireland  
Stokes House  
17-25 College Square East  
Belfast  
BT1 6HD

For official Use  
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See continuation 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)

Nil

Signed

*Arthur W. Cox*

Date

*1st July 1999*

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.

**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
binding marginContinuation sheet No   /    
to Form No 395 and 410 (Scot)

Company number

02457584

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

Name of company

~~Alexander Drew & Sons Limited (the "Company")~~ Limited\*\*delete if  
inappropriate

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

Composite Debenture dated the 25<sup>th</sup> day of June 1999 (the "Deed") made between the Company and others (together the "Companies" (as hereinafter defined)) of the one part and Northern Bank Limited (hereinafter referred to as the "Security Trustee") as trustee for the Secured Parties (as hereinafter defined) of the other part.

WHERE:

"Companies" means the companies whose names and registered offices or principal places of business are specified in the First Schedule to the Deed and hereto and such other companies included within the expression "Companies" pursuant to the Deed and shall include any of them as well as all of them collectively and any one "a Company";

"Secured Parties" means the Security Trustee, the Banks (as such term is defined below) and their successors and assigns and the expression "Secured Party" shall mean any one or more of them.

Please do not  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

All moneys, obligations and liabilities whatsoever whether principal, interest or otherwise which were at the date of the Deed, or at any time thereafter may become, due or owing to the Secured Parties or any of them whether collectively or individually by the Company either alone or jointly with any person or company on any account, whether current or otherwise in whatever currency denominated and all of Company's liabilities to the Secured Parties or any of them whether collectively or individually in connection with foreign exchange transactions; interest rate and currency hedging agreements, the acceptance, guaranteeing, endorsement or discounting by the Secured Parties of notes or bills issued by the Company or under any bonds, guarantees, indemnities or other instruments from time to time entered into by the Secured Parties for the Company or at the Company's request or the provision by the Secured Parties or any of them of intervention discounting facilities, leasing facilities or other facilities and the purchase of notes and all the Company's other liabilities whatsoever to the Security Trustee and the Secured Parties, or any one of them, whether actual or contingent, whether as principal debtor, guarantor or surety or otherwise and whether secured or unsecured, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, existing at the date of the Deed and thereafter arising and whether or not for the payment of money or the performance or non-performance of any act and all reasonable costs, charges, expenses and other sums (banking, legal or otherwise) together with interest to the date of payment (as well after as before any demand made or judgment obtained thereunder) at such rates and upon such terms as may from time to time be agreed and in the absence of agreement, at the Default Rate (as defined in the Deed).

Please do not  
write in this  
binding margin

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

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

Northern Bank Limited having its registered office at Donegall Square West, Belfast  
BT1 6JS as trustee for the Banks being

Northern Bank Limited  
Corporate Banking Centre  
PO Box 183  
Causeway House  
14 Howard Street  
Belfast BT2 7EB

and

Lloyds Bank Plc  
Corporate and Institutional Banking  
PO Box 786  
St George's House  
6-8 Eastcheap  
London  
EC3M 1LL

and

The Governor and Company of the Bank of Ireland  
Bank of Ireland  
Business Banking  
Donegall House  
7 Donegall Square North  
Belfast  
BT1 5LU

All Banks

- (a) a charge by way of legal mortgage over all the Company's freehold and leasehold lands including, without prejudice to the generality of the foregoing, all that and those the lands hereditaments premises and property specified under the Company's name in the Second Schedule hereto together in each case with all buildings, fixtures and fixed plant and machinery from time to time thereon;
- (b) a first specific equitable charge over all estates or interests in any freehold or leasehold properties (except the legally charged properties) at the date of the Deed or at any time thereafter during the continuance of the security constituted by the Deed belonging to, or charged to, the Company in or over land (wherever situate) and/or the proceeds of sale thereof together with all buildings and fixtures (including trade fixtures) at any time thereon;
- (c) a fixed charge and assignment over all the Company's present and future plant, machinery, vehicles, fixtures, implements, utensils and equipment together with all replacements thereof, additions, improvements and accessories thereto including, without prejudice to the generality of the foregoing the plant and equipment particulars of which are specified under its name in the Third Schedule hereto together with the full benefit of the insurances on same;
- (d) a fixed charge over all the Company's Shares (as hereinafter defined) for which the certificates and other documents have been or are about to be deposited by the Companies with the Security Trustee or its agents or represented by any certificates or other documents from time to time after the date of the Deed deposited by the Companies with the Security Trustee or its agents or belonging to the Companies or any one of them and received by the Security Trustee or its agents after the execution hereof, and the Derivative Assets (as hereinafter defined) and all dividends, interest and other income at any time after the date of the Deed deriving from any stocks, shares or other securities, rights, moneys or other property for the time being falling within the assets comprised in the Shares (as hereinafter defined) or the Derivative Assets (as hereinafter defined) or deriving from any investment of any such dividends, interest or other income;
- (e) a fixed charge over all stocks shares bonds and securities (other than the Shares (as hereinafter defined)) of any kind whatsoever whether marketable or otherwise and all the Company's other interests including but not limited to the Company's loan capital both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of conversion redemption bonus preference option dividend interest or otherwise (all of which are hereinafter called "the Securities")

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

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

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

Company number

02457584

Name of company

Alexander Drew & Sons Limited (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]

Amount due or owing on the mortgage or charge (continued)

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in black type, or  
bold block lettering



Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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- (f) a fixed charge over all the Company's goodwill and uncalled capital for the time being together with all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyrights, registered designs (including applications and rights to apply therefor), all inventions, rights and trademarks, both registered and unregistered, registered user agreements, service marks and business names whether registered or not (including applications and rights to apply therefor), confidential information and know-how, fees, royalties and other rights of every kind deriving from such copyrights, patents, publication rights, registered designs, inventions, rights, trademarks, registered user agreements, service marks, business names, confidential information, know-how, fees and royalties and which at the date of Deed or at any time thereafter belong to such Company and any and all rights which the Company may have as licensee or sub-licensee pursuant to any agreement or otherwise, and other Intellectual Property (as hereinafter defined) rights at the date of Deed, or at any time during the continuance of the security constituted by the Deed, belonging to the Company and all agreements under which the Company at the date of the Deed is or may become entitled to the payment of any royalty fee or similar income including, without prejudice to the generality of the foregoing all Intellectual Property (as hereinafter defined) specified under its name in the Fourth Schedule;
- (g) a fixed charge and assignment over all the Company's present and future benefits, rights, title and interest in any or all moneys, payments and proceeds of the insurances maintained or effected at the date of Deed or thereafter by the Company pursuant to Clause 5.1(d) of the Deed;
- (h) a fixed charge over all book debts and revenues and claims (including bank deposits and credit balances) and all things in action at the date of Deed and from time to time thereafter due or owing to the Company including, without prejudice to the generality of the foregoing, all sums receivable by the Company by virtue of leases, leasing agreements, agreements for lease or hire purchase agreements and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing;
- (i) a fixed charge and assignment over all the following covenants, agreements and rights-
- (i) any covenant agreement or undertaking in relation to the construction and maintenance of roads, pavements and utilities for services abutting and serving the properties set out in the Second Schedule hereto or charges, levies or such like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the

# Particulars of a mortgage or charge (continued)

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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

Company number

02457584

Name of company

Alexander Drew & Sons Limited (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)

Please do not write in this binding margin

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

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

Please complete  
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in black type, or  
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matters aforesaid

- (ii) any right, benefit or agreement made between the Company and the local authority pursuant to which the Company has been or may be granted rights of access or rights of way;
- (iii) any covenant, agreement, guarantee or indemnity in respect of the construction and maintenance of the buildings now erected or in the course of erection or after the date of the Deed to be erected on the property set out in the Second Schedule hereto, the benefit of which is vested in the Company;
- (iv) all of the Company's rights to be paid or to receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the properties set out in the Second Schedule hereto or any refusal, grant subject to conditions, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the properties as set out in the ~~Third~~ <sup>Second</sup> Schedule hereto and so that the production of the Deed <sup>to the person liable to pay such compensation shall be sufficient authority to it or him to pay such moneys to the Security Trustee;</sup> ~~to the person liable to pay such compensation shall be sufficient authority to it or him to pay such moneys to the Security Trustee;~~
- (j) a first floating charge (the "Floating Charge") over the Company's undertaking and all the Company's other property assets and rights whatsoever and wheresoever both present and future including but not limited to its property, assets and rights referred to in Paragraphs (a) to (i) above, if and insofar as such charges or any part or parts of the same shall be for any reason ineffective as specific or fixed charges

(together the "Charged Assets").

WHERE:-

"Derivative Assets" means

- (a) all rights deriving from or incidental to any of the Shares (as hereinafter defined) including all stocks, shares and other securities, rights, monies and other property accruing, offered or issued at any time by way of bonus, redemption, exchange, substitution, conversion, preference, option or otherwise in respect of the Shares (as hereinafter defined) (but excluding, save as provided below, any dividends, interest or other income deriving from or incidental to the ownership of the Shares (as hereinafter defined)); and

# Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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

Company number

02457584

\*delete if  
inappropriate

Name of company

Alexander Drew & Sons Limited (the "Company") Limited\*

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

Amount due or owing on the mortgage or charge (continued)

Please do not  
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binding margin

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legibly, preferably  
in black type, or  
bold block lettering

Mortgage or charge	Amount due or owing



Please do not  
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binding margin

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

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

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- (b) all dividends, interest or other income deriving from or incidental to the ownership of the Shares (as hereinafter defined);

"Intellectual Property" means the property referred to in paragraph (f) above;

"Shares" means the shares of any class held, either directly or indirectly, by any of the Companies from time to time in any Subsidiary (as hereinafter defined) or in any other company, and all other shares now held or hereafter acquired by any of the Companies;

"Subsidiary" in relation to any person means

- (a) a subsidiary within the meaning of Section 736 of the Companies Act; and  
(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act, as substituted by Sections 21 and 22 of the Companies Act, 1989;

NOTE:-

- (1) The Company is prohibited by the Deed without the prior consent in writing of the Security Trustee from:-
- (i) creating or permitting to exist any mortgage, debenture, charge, pledge, lien (save for Permitted Encumbrances as hereinafter defined) or other interest (whether express or arising by operation of law) on or affecting its Charged Assets or any part thereof; or
- (ii) selling or otherwise disposing of any of the Company's Charged Assets;
- (2) The Security Trustee may, at any time after the occurrence of an Event of Default (as defined in the Deed) which is continuing by notice to the Companies convert the Floating Charge into a specific charge (except to the extent that any such conversion is ineffective under Scots Law in respect of any such assets situated in Scotland) as regards any assets specified in the notice which the Security Trustee shall consider to be in danger of being seized or sold under any form of distress, execution or sequestration or other process levied or threatened or to be otherwise in jeopardy, ~~and may appoint a Receiver (as defined in the Deed) thereof.~~ *Acap.*
- (3) The Floating Charge (except to the extent that any such conversion is ineffective under Scots Law in respect of any such assets situated in Scotland) shall automatically be converted into a fixed charge over:
- (a) all property, assets or undertaking subject to the Floating Charge, if and when:

# Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 5  
to Form No 395 and 410 (Scot)

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

Company number

02457584

\*delete if  
inappropriate

Name of company

Alexander Drew & Sons Limited (the "Company") Limited\*

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

Please do not write in this binding margin

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

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

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- (i) any Company ceases to carry on its business save where such Company is with the consent of the Security Trustee wound up as a going concern;
  - (ii) any Company agrees to sell or otherwise dispose of all of its business or assets without the prior consent of the Security Trustee;
  - (iii) the holder of any other security interest whether ranking in priority to or pari passu with or after the Floating Charge shall appoint a Receiver (as defined in the Deed), or a petition is presented for the appointment of an Examiner (as defined in the Deed) or an Administrator (as defined in the Deed) to or the protection of the court is sought by any Company or a Subsidiary of any Company;
  - (iv) any floating charge granted by any Company to any person shall crystallise for any reason whatsoever; or
  - (v) any asset of any Company is, in the reasonable opinion of the Security Trustee, in danger of being seized or is seized by or on behalf of any creditor of such Company.
- (b) any property, assets or undertaking which shall become subject to a security interest in favour of any person other than the Security Trustee without the prior written consent of the Security Trustee or which are the subject of a sale, transfer or other disposition, in either case, contrary to the covenants contained in the Deed, immediately prior to such security interest arising or such sale, transfer or other disposition being made;

It was provided that this paragraph (3) should not apply to any part of a Company's undertaking and assets situated in Scotland if, and to the extent that, a Receiver (as defined in the Deed) would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act, 1986 by reason of said automatic conversion.

WHERE:-

"Permitted Encumbrances" means

- (i) the Deed, a Composite Debenture of even date therewith and made between Lamont Holdings Plc, Lamont Textiles Limited and the Group Companies (as hereinafter defined) incorporated in Northern Ireland (1) and the Security Trustee (2), a Composite Guarantee and Indemnity of even date herewith and made between the Group Companies and the Security Trustee and all other security granted by the Companies (or any of them) to the Security Trustee;

# Particulars of a mortgage or charge (continued)

Please do not write in this binding margin

Continuation sheet No 6  
to Form No 395 and 410 (Scot)

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

Company number

02457584

Name of company

Alexander Drew & Sons Limited (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)

Please do not  
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binding margin

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

[Empty table area for reporting mortgage or charge amounts]



Please do not  
write in this  
binding margin

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

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

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- (ii) any encumbrances arising by operation of law or under reservation of title arrangement in favour of trade suppliers in each case entered into by a Company in the normal course of its trade; or
- (iii) guarantees of one of the Group Companies in respect of another of the Group Companies in the normal course of business.

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

"Group" means Lamont Holdings Plc and its Subsidiaries at that time and "Group Company" or "member of the Group" means any of them.

**FIRST SCHEDULE**  
**The Companies**

Name of Company	Registered Number	Registered Office Address
Lamont Holdings Plc	SC 018964	Apex House, 9 Haddington Place, Edinburgh, EH7 4AL
Lamont Textiles Limited	NI 13869	Lamont House, 429 Holywood Road, Belfast BT4 2LN
Alexander Drew & Sons Limited	02457584	Stotts Mill, Bridgefold Road, Rochdale, Lancashire OL11 5BZ
Bonded Fibre Fabric Limited	01638392	Bath Road, Bridgwater, Somerset TA6 4NZ
Lakéfable Limited	0222 1242	C/o Bonded Fibre Fabric Limited, Bath Road, Bridgwater, Somerset TA6 4NZ

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 7  
to Form No 395 and 410 (Scot)

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

Company number

02457584

Name of company

Alexander Drew & Sons Limited (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]



Please do not  
write in this  
binding margin

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

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

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**SECOND SCHEDULE**

**Property**

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

**Alexander Drew & Sons Limited and Lamont Textiles Limited**

All that freehold land and premises at Over Town Lane, Rochdale known as Rainshore Mills, Norden, Rainshore, Lancashire, OL12 7TJ registered at HM Land Registry with absolute title and comprised in title numbers GM 418784 and GM 424253.

All that freehold land and premises at Mellor Street/Bridgefold Road known as Stotts Mill, Bridgefold Road, Rochdale, Lancashire, OL11 5BZ registered at HM Land Registry with absolute title and comprised in title numbers GM 670620 and GM 650301.

**Bonded Fibre Fabric Limited**

All that land and buildings on the west of Bath Road, Bridgewater registered at HM Land Registry with absolute title under Title Number ST 66952 and otherwise known as BFF Factory at Bath Road, Bridgewater, Somerset TA6 4NZ.

Please do not  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 8  
to Form No 395 and 410 (Scot)

Please complete  
legibly, preferably  
in black type, or  
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Company number

02457584

Name of company

Alexander Drew & Sons Limited (the "Company")	Limited*
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\*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)

Please do not  
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binding margin

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



Please do not  
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binding margin

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

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

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**THIRD SCHEDULE****Plant and Machinery****LAMONT TEXTILES LIMITED  
PLANT AND EQUIPMENT AS AT APRIL 1999  
NET BOOK VALUE IN EXCESS OF £100,000**Please complete  
legibly, preferably  
in black type, or  
bold block lettering

<u>Description</u>	<u>Serial No.</u>	<u>NBV as at April 1999</u>
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**ALEXANDER DREW**

£

Production Planning Software		160,643
Zed Laser Engraver 1		196,096
Zed Laser Engraver 2		186,027
Stork Rotary Print Machine 8	7080600	323,513
Stork Rotary Print Machine 1	R467	719,055
Stork Rotary Print Machine 2	R468	706,835
Stork Rotary Print Machine 3	R466	710,596
Stork Rotary Print Machine 4	R465	706,857
Stork Rotary Print Machine 5	R464	725,080
Stork Rotary Print Machine 6	R463	640,666
Stork Rotary Print Machine 7	R462	637,281
Stork Colour Kitchen 3		194,970
Stork Colour Kitchen 1		770,039
Stork Colour Kitchen 2		769,330
Stork Binder Mixing Machine		647,599
Brugman Bleach Range	6380	1,826,472
Montfort Stenter 10 Bay	62.1.66315	400,744
Montfort Stenter 5 Bay	66312	326,500
Montfort Stenter 8 Bay 1	66478	593,655
Montfort Stenter 8 Bay 2	66480	588,389
Arioli Baker 1	2879	159,391
Arioli Baker 2	2880	168,567
Arioli Baker 3	94551	209,679
Arioli Washer/Flash Ager	2911	672,329
Ramisch Calender 1	114 10 700	356,233
Ramisch Calender 2	114 10 500	354,741
Ramisch Calender 3	114 10 600	360,287
Colman & Kirschner Packing Line		389,003
Stork Sample Print Machine	94673	463,559
Sample Print Machine		123,237
Radscan Heat & Effluent Treatment Plant		621,128

Please do not write in this binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No. 0  
to Form No 395 and 410 (Scot)

Company number

02457584

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

Name of company

Alexander Drew & Sons Limited (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]

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
binding margin

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

		Amount due or owing on the mortgage or charge	Percent of balance due or owing on the mortgage or charge
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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Short particulars of all the property mortgaged or charged (Continued)

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

Radsan Water Treatment Plant		123,255
Klieverick Paste Recycling Machine		587,957
Babcock Robey Boiler I	VG 6298	111,055
Water Treatment Plant		144,446
Sophis CAD System		175,297
Stork Ink Jet Printer		176,082
		17,026,593

<u>Description</u>	<u>Serial No.</u>	<u>NBV</u> £
<b>BFF NONWOVENS</b>		
C1 Winder/Slitter-Celli		803,366
C7 Card		645,605
C1 Upgrade inc. Perojet		618,338
C1 Card		563,765
C1 Fibre Opening		478,913
Flatpack Conversion Proj.		457,810
C7 Slitter		407,358
C1 Miscellaneous		396,404
C1 Power Services		308,620
C1 Printer		250,055
C1 Trials		244,819
C7 Trials		232,707
C1 Hydroentanglement		209,448
C1 Civils (General)		181,242
C7 Miscellaneous		176,603
C7 Design/Management		172,124
C1 Can Dryer		167,159
Flowrapper		152,176
C7 Ovens		150,899
C7 Drying Cans		150,469
C1 Design/Management		147,484
C1 Hot Air Dryer		138,462
		7,053,833

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# Particulars of a mortgage or charge (continued)

Continued Sheet No. 10  
to Form No. 402

Company number

02457584

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

Name of company

Alexander Drew & Sons Limited (the "Company")

\*Insert full  
name of  
company

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

**Amount due or owing on the mortgage or charge (continued)**

Please do not  
write in this  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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

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

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Short particulars of all the property mortgaged or charged (continued)

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**FOURTH SCHEDULE**  
**Intellectual Property**

**LAMONT TEXTILES LIMITED**

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

<b>ALEXANDER DREW &amp; SONS LIMITED</b>		
1.	Patents	None
2.	Patent Applications	None
3.	Trade Marks	Drew Flam Drew Fast
4.	Brand names	Quality Vat Prints Drewgard
5.	Copyrights	Alexander Drew Designs
6.	Rights in the nature of Copyrights	None
7.	Registered Designs	None
8.	Registered User Agreements	None
9.	Business Names	Alexander Drew Alexander Drew & Sons Cunningham & Johnson

**BONDED FIBRE FABRIC LIMITED**  
**Registered Trade Marks Only**

Country	Official No.	Mark	Class no.	Proprietor
Australia	A135092	SOLENA	24	Bonded Fibre Fabric Limited
Australia	A135093	VISCOTEX	24	Bonded Fibre Fabric Limited
Austria (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Belgium (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Benelux	71294	FRESHTEX	24	Bonded Fibre Fabric Limited
Benelux (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Canada	173696	FRESHTEX		Bonded Fibre Fabric Limited
Community Trade Mark	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Denmark (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Ireland (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Finland	68106	FRESHTEX	24	Bonded Fibre Fabric Limited
Finland (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
France (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Germany (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Greece (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Hong Kong	B05645/97	BFF <logo>	24	Bonded Fibre Fabric Limited
Hong Kong	6511962	SOLENA	24	Bonded Fibre Fabric Limited

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# Particulars of a mortgage or charge (continued)

Continued Sheet No. 11  
to Form No. 402

Company number

02457584

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

Name of company

~~Alexander Drew & Sons Limited (the "Company")~~  
\*


\*Insert full  
name of  
company

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

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Amount due or owing on the mortgage or charge (continued)

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

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

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

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Short particulars of all the property mortgaged or charged (continued)

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

Ireland	94432	NOVOWEB	24	Bonded Fibre Fabric Limited
Ireland	60122	SOLENA	24	Bonded Fibre Fabric Limited
Italy	254017	FRESHTEX	24	Bonded Fibre Fabric Limited
Italy	585928	SERONOVA	24	Bonded Fibre Fabric Limited
Italy (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Luxembourg (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Netherlands (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Portugal (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Spain (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
Sweden (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited
United Kingdom	B1359700	BIDET IN A BOX	24	Bonded Fibre Fabric Limited
United Kingdom	2127037	CARBOVATE	05, 10, 11	Bonded Fibre Fabric Limited
United Kingdom	1589250	DUST MAGNET	21	Bonded Fibre Fabric Limited
United Kingdom	2042636	DUST MAGNET (series of 2)	21	Bonded Fibre Fabric Limited
United Kingdom	B1012298	FRESHTEX	5	Bonded Fibre Fabric Limited
United Kingdom	B1012299	FRESHTEX	21	Bonded Fibre Fabric Limited
United Kingdom	B945755	FRESHTEX	24	Bonded Fibre Fabric Limited
United Kingdom	2124477	HYCARE	03, 05, 21	Bonded Fibre Fabric Limited
United Kingdom	B1105117	NOVOSORB	24	Bonded Fibre Fabric Limited
United Kingdom	B1232454	TUMBLE FRESH	3	Bonded Fibre Fabric Limited
United Kingdom (CTM)	192930	BFF Logo	05, 21, 24	Bonded Fibre Fabric Limited

**BONDED FIBRE FABRIC LIMITED**

Pending Trade Marks Only

Country	Official No.	Mark	Class No.	Proprietor
Austria (CTM)	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
Belgium (CTM)	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
Benelux (CTM)	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
Canada	878689	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
Community Trade Mark	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
Denmark (CTM)	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
Ireland (CTM)	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
Finland (CTM)	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
France (CTM)	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
Germany (CTM)	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
United Kingdom (CTM)	932162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited
Greece (CTM)	832162	ZEOVATE	05, 10, 11	Bonded Fibre Fabric Limited

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 12  
to Form No 395 and 410 (Scot)

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

Company number

02457584

Name of company

Alexander Drew & Sons Limited (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]

Amount due or owing on the mortgage or charge (continued)

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



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

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

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Italy (CTM)	832162	ZEOVATE	05. 10. 11	Bonded Fibre Fabric Limited
Luxembourg (CTM)	832162	ZEOVATE	05. 10. 11	Bonded Fibre Fabric Limited
Netherlands (CTM)	832162	ZEOVATE	05. 10. 11	Bonded Fibre Fabric Limited
Portugal (CTM)	832162	ZEOVATE	05. 10. 11	Bonded Fibre Fabric Limited
Spain (CTM)	832162	ZEOVATE	05. 10. 11	Bonded Fibre Fabric Limited
Sweden (CTM)	832162	ZEOVATE	05. 10. 11	Bonded Fibre Fabric Limited
United States of America	75/623767	ZEOVATE	05. 10. 11	Bonded Fibre Fabric Limited

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

**Bonded Fibre Fabric Limited**

**Pending Patent Applications**

Country	Application No.	Title	Proprietor
European Patent Office	98304663.2	A. Non-Woven Fabric	Bonded Fibre Fabric Limited
WIPO	GB98/00001	Filtration	Bonded Fibre Fabric Limited

FILE COPY



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

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

COMPANY No. 02457584

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 25th JUNE 1999 AND CREATED BY ALEXANDER DREW & SONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO NORTHERN BANK LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES)) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JULY 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC026B

*P. Parn*