

CHFP025

ACCOUNT
18 SEP 2001
RECEIVED

395

432107

117



Short particulars of all the property mortgaged or charged

See Schedules 3 and 4.
See Schedule 1 for definitions.

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)

None

Signed

Clifford Chace

Date 18 September 2001

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

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

† 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 CF4 3UZ

**Schedules to Form 395 relating to a Debenture dated 12 September 2001 entered into by
The Peacock Group PLC, Dorsman Estates Co. Limited, Peacocks (Nantgarw) Limited
and Peacock's Stores Limited.**

SCHEDULE 1

DEFINITIONS

In this Form 395:

"Ancillary Document" means any agreement or document evidencing or setting out the terms of any Ancillary Facility.

"Ancillary Facility" means any overdraft, money market, letter of credit, credit card, bank guarantee or bond facility permitted under the Facility Agreement, and provided on a bilateral basis to one or more members of the Group by an Ancillary Provider.

"Ancillary Providers" means the financial institutions which are party to the Intercreditor Agreement and any other financial institutions which accede to the Intercreditor Agreement in accordance with the provisions of the Intercreditor Agreement.

"Charged Property" means all the assets of each Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Facility Agreement" means the facility agreement dated on or about 12 September 2001 and made between The Peacock Group PLC; Dorsman Estates Co. Limited, Peacocks (Nantgarw) Limited and Peacock's Stores Limited as original guarantors; Barclays Bank PLC as facility agent and security agent; Barclays Capital as mandated lead arranger and the Lenders as defined therein, as amended, varied, novated or supplemented from time to time.

"Fees Letter" means the letter dated on or about 12 September 2001 between Barclays Bank PLC and the Company, setting out the fees referred to in the Facility Agreement.

"Finance Documents" means the Facility Agreement, the Intercreditor Agreement, the Debenture and the Fees Letter.

"Group" has the meaning given to such term in the Facility Agreement.

"Insurance Policy" means any policy of insurance in which any Chargor may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets of each member of the Group, and shall include, without limitation, the Intellectual Property details of which are set out in Schedule 4 to this Form 395.

"Intercreditor Agreement" means the intercreditor agreement dated on or about 12 September 2001 made between amongst others, The Peacock Group PLC, the Facility Agent, the Security Trustee, the Lenders and the Ancillary Providers.

"Lenders" means the financial institutions which are party to the Facility Agreement in the capacity of Lender.

"Real Property" means:

- (a) any freehold, leasehold or immovable property in England and Wales of which any Chargor is registered as the proprietor at H.M. Land Registry, including, without limitation, the following:

County and District/ Borough	Description of Property	Title Number
Rhondda Cyon Taff	17 & 18 Taff Street Pontypridd	WA545538
Rhondda Cyon Taff	Unit E, Cae Mawr Industrial Estate Treorchy	WA957651

- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Related Rights" means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and

(d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Documents" means the Finance Documents and the Ancillary Documents.

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing the obligations of any person or any other agreement or arrangement having a similar effect.

"Secured Obligations" means all obligations covenanted to be discharged by the Chargors in Schedule 2 of this Form 395.

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Facility Agent, the Security Agent, the Ancillary Providers and each Lender from time to time party to the Facility Agreement, **provided that** in the case of the Facility Agent, the Security Agent and the Lenders such person is party to or has acceded to the Facility Agreement in accordance with its terms.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

Each of the Chargors has covenanted with the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee discharge all obligations which any Chargor may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Secured Documents (including the Debenture) including any liability in respect of any further advances made under the Secured Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and each of the Chargors shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by any Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

SCHEDULE 3

1. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Fixed Charges

Each of the Chargors has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in any Chargor at the date hereof shall be a charge by way of legal mortgage) all its right, title and interest from time to time in and to the Real Property and the Intellectual Property (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party).

Floating Charge

Each of the Chargors has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of its undertaking and assets, present and future, other than any assets validly and effectively charged (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Trustee as security for the Secured Obligations.

2. FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

3. NEGATIVE PLEDGE

Each of the Chargors has undertaken that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security Interest over all or any part of the Charged Property, except as permitted by the Facility Agreement.

SCHEDULE 4

INTELLECTUAL PROPERTY

Registered Trade Marks:

Country	Mark	No.	Class
UK	Peacocks	2107226	9, 18, 22, 24, 25, 26, 28
UK	JonJo Jon Jo (and Design)	B1106623	25
UK	Curtess	B740179	25
UK	SG Street Gear Authentic Clothing (and Design)	2139675	25
UK	Urban Spirit (and design)	2139647	25
UK	Intrepid	1514420	22
UK	Houseproud	1307740	24
UK	Houseproud	B1311140	20
UK	Mellow Moments (application)	App. 2204315	25
UK	Sara Neal (Application)	App. 2204314	25
UK	Secret Moments (Application)	App. 2204311	25
UK	Une Femme (and design)	App. 2140147	25
UK	Ted Taylor	App. 2206075	25
UK	Intrepid	1514479	18
UK	E-Vie	2210882	25

Registered Logos

Country	Logo	No	Class
UK	PL Performance Sport Limited	2210883A	25
UK	PL Sport	2210883B	25

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00290792

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE MADE BY THE COMPANY, THE PEACOCK GROUP PLC, DORSMAN ESTATES CO. LIMITED AND PEACOCKS (NANTGARW) LIMITED (TOGETHER WITH THE COMPANY, THE "CHARGORS") DATED THE 12th SEPTEMBER 2001 AND CREATED BY PEACOCK'S STORES LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE CHARGOR TO BARCLAYS BANK PLC, AS TRUSTEE FOR THE SECURED PARTIES (AS DEFINED) UNDER OR PURSUANT TO THE SECURED DOCUMENTS (AS DEFINED), INCLUDING THE DEBENTURE, AND INCLUDING ANY LIABILITY IN RESPECT OF ANY FURTHER ADVANCES MADE UNDER THE SECURED DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th SEPTEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th SEPTEMBER 2001 .

LC. Leah



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES