

M

Please do not
write in
this margin

CHA 116

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

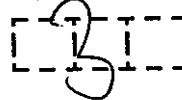
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



0885078

Name of company

* *Leslie Wise Limited*

(the "Company")

Date of creation of the charge

15 April 1998

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

Guarantee and Debenture dated 20 April 1998 (the "Debenture") between (1) Leslie Wise Group PLC (Company No. 149834); Leslie Wise Limited (Company No. 0885078); Fabricwise Limited (Company No. 02798862); Fabricflow Limited (Company No. 02496964); Verna Spence Limited (Company No 01643260); Jeamland Holdings Ltd (Company No. 01308857);

Amount secured by the mortgage or charge

(1) All monies and liabilities which for the time being (and whether on or at any time after a demand for payment) be due, owing or incurred by the Company to Barclays Bank Plc as Security Trustee of the Debenture (the "Bank") or National Westminster Bank Plc and Barclays Bank Plc (together the "Beneficiaries").

(2) All monies and liabilities which shall for the time being (and whether on or at any time when such demand for payment is made) be due, owing or incurred by any other Company to the Beneficiaries except any monies or liabilities due, owing or incurred by such other Company as Guarantor (define below) for the Company firstly referred to.

In either case whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest, commission or other lawful charges and expenses

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

Barclays Bank Plc of Chatsworth House, 66-70 St. Mary Axe, London EC3A 8BD (the "Bank")

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

Hammond Suddards
7 Devonshire Square
Cutlers Gardens
London EC2M 4YH

LJD/395.1fd

Time critical reference

For official use
Mortgage Section

Post room



KLO *KX60S5QA* 2753
COMPANIES HOUSE 28/04/98

Short particulars of all the property mortgaged or charged

- A. By way of legal mortgage all freehold and leasehold property of the Company vested in it at the date of the Debenture (whether or not registered at H.M. Land Registry) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- B. By way of first fixed charge all future freehold and leasehold property of such Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of such Company;
- C. By way of first fixed charge all book debts and other debts at the date of the Debenture or from time to time due or owing to such Company;
- D. By way of first floating charge all other undertakings and assets of such Company whatsoever and wheresoever both present and future but so that such Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or any manner arise on or effect any part of the said premises either in priority to or pari passu with the charge created by the Debenture

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)

Signed Hammond Suddards

Date 28/4/98

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.

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)

CHA 116

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

Company Number

Name of Company

<div style="text-align: right; padding-right: 10px;"> (the "Company") Limited* </div>

* delete if
inappropriate

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

Guy Curtis (1993) Ltd (Company No 02814110); Trump Limited (Company No 02485055); Proximity Limited (Company No 00507824); Two Too Clothing Ltd (Company No 02618723); Coast (1996) Limited (Company No 02618725); Tomorrows Textiles Today Limited (Company No 02084196); Cutting Edge (London) Limited (Company No 02775355); Jeamland Limited (Company No 01010004); Arfield Limited (Company No 01438858); Ladies Pride (Leicester) Limited (Company No 404699); Saffron Knitting Co. Ltd (Company No 622549); Ladies Pride Ltd (Company No 432637); Casablanca at Jeamland Ltd (Company No 1298310); Storm Limited (Company No 2814119); Leslie Wise Services Ltd (Company No 898223); Cavalier at Jeamland Limited (Company No 1249646); Cygnet Fashions Limited (Company No 743498); Rudkin, Laundon Company Limited (Company No 655019) and Judgetone Limited (Company No 1518792).

which the Bank or Beneficiaries may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Companies' accounts and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained under the Debenture.

"Guarantor" means any Company insofar as it covenants within the Debenture to pay or discharge monies due or owing from or liabilities of other Companies to the Bank; and

"Guarantors" and "Guarantee" shall be construed accordingly.

All costs, charges and expenses incurred under the Debenture by the Bank and all other monies paid by the Bank or by the Receiver (defined below) in perfecting or otherwise in connection with the security or in respect of the property charged by the Debenture including (without prejudice to the generality of the foregoing) all monies expended by the Bank under clause 6 of the Guarantee and all costs of the Bank of all proceedings for the enforcement of the security constituted within the Debenture or for obtaining payment of the monies secured by the Debenture or arising out of or in connection with the acts authorised by clause 7 of the Debenture (and so that any taxation of the Bank's costs, charges and expenses shall be on a full indemnity basis) shall be recoverable from the Companies as a debt and may be debited to any account of the Companies and shall bear interest accordingly and shall be charged on the premises comprised within the Debenture and the charge conferred by the Debenture shall be in addition and without prejudice to any and every other remedy, lien or security which the Bank may or but for the said charge would have for the monies secured by the Debenture or any part thereof.

"Receiver" means a receiver and manager or receivers and managers and where the context so admits include the plural and any substituted receiver and manager or receivers and managers.

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

and further that such Company shall have no power without the consent of the Bank to part with or dispose of any part of such a premises except by way of sale in the ordinary course of its business;

E. By way of floating charge its goodwill and the benefit of any licences and all patent applications, inventions, trade marks, trade names, registered designs, copyrights, know-how and any other intellectual property rights.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00885078

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 15th APRIL 1998 AND CREATED BY LESLIE WISE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE BENEFICIARIES (BARCLAYS BANK PLC AND NATIONAL WESTMINSTER BANK PLC TOGETHER "THE BENEFICIARIES") ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th APRIL 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th APRIL 1998.

[Handwritten signature]
A. J. [illegible]

for the Registrar of Companies



COMPANIES HOUSE

HC026B

Post
27
274