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\*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

[ 3 ]

1402330

Name of company

\* Factfocus Limited (the "Mortgagor")

Date of creation of the charge

6th December 1996

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

Legal Charge made between (1) the Mortgagor and (2) The British Linen Bank Limited (the "Agent") as security agent (the "Charge").

Amount secured by the mortgage or charge

All moneys and liabilities covenanted to be paid or discharged by the Mortgagor pursuant to a Composite Guarantee and Debenture dated 6 December 1996 and made between (1) Blemain Group plc and each of the Original Charging Subsidiaries (as hereinafter defined) and (2) the Agent (the "Debenture"), being in particular those amounts set out in clause 2 of the Debenture, as set out below:-

2.1 COVENANT TO PAY; GUARANTEES: The Mortgagor:

(a) covenanted that it will on demand pay to the Agent for the account of the Banks (as hereinafter defined) and the Agent all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Banks (as hereinafter defined) or any of them and/or the Agent under or pursuant to a facility agreement dated 6 December 1996 and made between (1) Blemain Group plc (2) the Agent as

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

The British Linen Bank Limited acting through its branch at 19/21 Spring Gardens, Manchester, M2 1EB, and acting as agent and trustee for the Banks (as hereinafter defined).

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

Addleshaw Sons & Latham  
Dennis House  
Marsden Street  
Manchester  
M2 1JD

For official use  
Mortgage Section

Post room



Time critical reference

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Short particulars of all the property mortgaged or charged

The Company with full title guarantee charged in favour of the Agent (and with the intent that security created by the Charge should rank as a continuing security in favour of the Agent as trustee for the Banks (as hereinafter defined)) with the payment of all moneys and the discharge of all liabilities covenanted to be paid or discharged by the Company pursuant to the Principal Deed (as hereinafter defined):

a) by way of legal mortgage the property known as land and buildings on the north west side of Avenue Parade, north east side of Melbourne Street and south east side of Water Street, Accrington, and registered at HM Land Registry under Title No. LA 652605, together with all buildings and fixtures (including trade and tenant's fixtures) thereon;

b) by way of fixed charge all plant and machinery and other chattels now or hereafter attached to the said property;

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Particulars as to commission allowance or discount (note 3)

None

Signed

*Adleshaw Sonsohatnam*

Date

*12 December 1996*

On behalf of [~~company~~] (mortgagee/chargee) <sup>†</sup>

<sup>†</sup> 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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Company Number

1402330

Name of Company

Factfocus Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

Arranger (3) the Banks (as hereinafter defined) and (4) the Agent as Agent and as security agent (the "Facility Agreement") and/or, as the case may be, the Debenture; and

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(b) guaranteed that it will on demand pay to the Agent for the account of the Banks (as hereinafter defined) and the Agent all moneys and discharge all liabilities now or hereafter due, owing or incurred to the Banks (as hereinafter defined) or any of them and/or the Agent by (i) Blemain Group plc (ii) each other Company (as hereinafter defined) (iii) any Additional Borrower (as hereinafter defined) and (iv) any other member of the Charging Group (as hereinafter defined);

in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Banks (as hereinafter defined) or any of them or the Agent or purchased or otherwise acquired by them or it; denominated in sterling or in any other currency; or incurred on any banking account or in any other manner whatsoever.

2.2 CERTAIN LIABILITIES: The liabilities referred to in clause 2.1 shall, without limitation, include:

(a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;

(b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and

(c) interest (both before and after judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all reasonable legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Banks (as hereinafter defined) or any of them or the Agent in relation to any such moneys, obligations or liabilities or generally in respect of such Company.

#### 2.3 COMPANY AS PRINCIPAL DEBTOR; INDEMNITY:

As a separate and independent stipulation, the Companies (as hereinafter defined) agreed that if any purported obligation or liability of any Company or other person which would have been the subject of a Guarantee (as hereinafter defined) had it been valid and enforceable is not or ceases to be valid or enforceable against such Company or other person on any ground whatsoever whether or not known to the Banks or the Agent (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of such Company or other person or any legal or other limitation, whether under the Limitation Acts or otherwise, any disability or Incapacity or any change in the constitution of such Company or other person) the Companies shall nevertheless be jointly and severally liable to the Banks in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Companies were the principal debtors in respect thereof. The Companies jointly and severally agreed to keep the Agent and the Banks fully indemnified on demand against all damages, losses, costs and expenses arising from any failure of a Company or other person to perform or discharge any such purported obligation or liability.

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

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c) by way of floating charge all unattached plant machinery and other chattels now or from time to time on or in or used in connection with the said property.

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DEFINITIONS

"Principal Deed" means a Composite Guarantee and Debenture dated 6 December 1996 and made between (1) Blemain Group PLC and the Original Charging Subsidiaries (as hereinafter defined) and (2) the Agent.

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

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

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Company Number

1402330

Name of Company

Factfocus Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

#### 2.4 STATEMENTS OF ACCOUNT CONCLUSIVE

Any statement of account of a Company or other person liable, signed as correct by an officer of the Agent, showing the amount of the indebtedness and liabilities of that Company or other person, shall, in the absence of manifest error, be binding and conclusive on and against all the Companies.

#### 2.5 NO SECURITY TAKEN BY COMPANIES:

Each Company warranted that it has not taken or received, and undertook that until all the Secured Obligations (as hereinafter defined) have been paid or discharged in full it will not take or receive, any security from any other Company or person liable in respect of its obligations under its Guarantee.

#### 2.6 INTEREST:

Each Company agreed to pay interest on each amount demanded of it under its Guarantee from the date of such demand until payment (after as well as before judgment) at the Default Rate (as hereinafter defined). Such interest shall be compounded at the end of each period determined for this purpose by the Agent in the event of it not being paid when demanded but without prejudice to the Banks' rights to require payment of such interest.

#### 2.7 NO SET-OFF OR COUNTERCLAIM:

All payments to be made by a Company under the Debenture shall be made in full, without any set-off or counterclaim whatsoever and, subject as provided below, free and clear of any deductions or withholdings in the relevant currency on the due date to such account as the Agent may from time to time specify. If at any time a Company is required to make any deduction or withholding in respect of taxes from any payment due under the Debenture for the account of any Bank or the Agent (or if the Agent is required to make any such deduction or withholding from a payment to a Bank) the sum due from that Company in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, each Bank and the Agent receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made and the relevant Company shall indemnify each Bank and the Agent against any losses or costs incurred by any of them by reason of any failure of such Company to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment. Each Company shall promptly deliver to the Agent any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid.

#### DEFINITIONS

"Banks" means The British Linen Bank Limited of 19/21 Spring Gardens, Manchester, National Westminster Bank plc of 55 King Street, Manchester, Barclays Bank PLC of 51 Mosley Street, Manchester and Lloyds Bank Plc of 53 King Street, Manchester and such expression shall also include their successors, transferees and assignees, whether immediate or derivative.

"Company" means any of Blemain Group plc, the Original Charging Subsidiaries (as hereinafter defined), the Additional Borrowers (as hereinafter defined) (if any) and any other Subsidiary (as hereinafter defined) (if any) of Blemain Group plc which pursuant to the terms of the Facility Agreement is required to become, and becomes a party to the Debenture pursuant to a Supplemental Deed (as hereinafter



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

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

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

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Company Number

1402330

Name of Company

Factfocus Limited (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

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

defined), and "Companies" shall mean all of them from time to time.

"Additional Borrower" shall have the same meaning as in the Facility Agreement.

"Charging Group" shall have the same meaning as in the Facility Agreement.

"Guarantee" means, in relation to a Company, the obligations of that Company pursuant to clause 2.1(b) of the Debenture and includes the obligations of the Company arising by virtue of clauses 2.3, 2.7 and 12 of the Debenture.

"Default Rate" shall have the same meaning as in the Facility Agreement.

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Debenture, as set out above.

"Original Charging Subsidiaries" means those subsidiaries of Blemain Group plc set out in schedule 2 of the Debenture.

"Subsidiary" shall have the meaning given to it by Section 736 of the Companies Act 1985.

"Supplemental Deed" means a deed supplemental to the Debenture executed by a Subsidiary of Blemain Group plc in form and substance satisfactory to the Agent by virtue of which that Subsidiary becomes bound by the Debenture in the capacity of a Company.

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

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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. 01402330

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 6th DECEMBER 1996 AND CREATED BY FACTFOCUS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BRITISH LINEN BANK LIMITED (ACTING AS AGENT AND TRUSTEE FOR THE BANKS) SUPPLEMENTAL TO THE PRINCIPAL DEED DATED 6th DECEMBER 1996 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th DECEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th DECEMBER 1996.

PHIL DAVIES

for the Registrar of Companies



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