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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

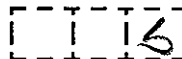
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



1866350

Name of company

* FOCUS STORES LIMITED (THE "COMPANY")

Date of creation of the charge

1 DECEMBER 1995

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

DEBENTURE DATED 1 DECEMBER 1995 (THE "DEBENTURE") BETWEEN THE COMPANY
(1) AND CHARTERHOUSE BANK LIMITED (THE "BANK") (2)

Amount secured by the mortgage or charge

(i) all monies and liabilities whether principal, interest or otherwise
in whatever currency which now are or may at any time be due, owing or
incurred by the Company to the Bank or for which the Company may be or
become liable to the Bank anywhere for any matter or thing whatsoever or
on any account whether current or otherwise and all liabilities
whatsoever of the Company whether actual or contingent and whether alone
or jointly with others, as principal, guarantor, surety or otherwise and
in whatever name or style; and

(ii) all interest, commissions and other lawful charges and expenses
which the Bank may in the ordinary course of its business charge in
respect or on account of any of the foregoing and for keeping the
Company's accounts,

all of which are referred to in this Form 395 as the "Secured
Liabilities".

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

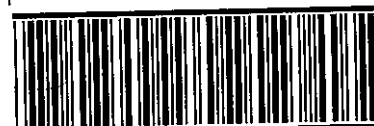
CHARTERHOUSE BANK LIMITED
1 PATERNOSTER ROW
ST PAUL'S
LONDON EC4M 7DH

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

AJK/MPM/WD/CFM00624.LFD
HAMMOND SUDDARDS
MOOR HOUSE
119 LONDON WALL
LONDON EC2Y 5ET

For official use
Mortgage Section

Post room



KLO *KPYOVHCJ* 607
COMPANIES HOUSE 15/12/95

Time critical reference

Please see the attached continuation sheets for details.

N.B. The Debenture contains certain covenants and restrictions which protect and further define the security thereby created. Please see the attached continuation sheets for details.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Hammond Soddaards

Date 15 December 1995

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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

1866350

Name of Company

FOCUS STORES LIMITED (THE "COMPANY")

limited

* delete if
inappropriate

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

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

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1. DEFINITIONS

In this Form 395, the following expressions have the following meanings:-

"Secured Assets" All of the assets charged and/or assigned as described in section 2 appearing immediately below.

"Securities" All stocks, debentures, shares and other securities which are now or may at any time be registered in the name of or beneficially owned by the Company or its agents or its nominees, including all dividends, interest and other distributions (whether in cash or in specie) which may be declared, made, paid, or payable in respect thereof and all stocks, shares, debentures or other securities, accretions, benefits, rights, monies or property or other advantages accruing or offered at any time by way of rights, conversion, redemption, bonus, capitalisation, preference, option, warrant or otherwise to or in respect thereof including distributions, dividends, interest or other sums payable in connection therewith or incidental thereto.

"Security Interest" (a) any lien, mortgage, charge, deed of trust, incumbrance, pledge, hypothecation, attachment, licence, assignment by way of security or security interest, in each case of any kind and however arising (including, without limitation, pursuant to applicable law), (b) any other preferential arrangement resulting in a secured transaction or having the same economic or legal effect as any of the foregoing, (c) any agreement to give any of the foregoing, (d) any arrangement to prefer one creditor over another creditor, or (e) the interest of a vendor or lessor under any conditional sale agreement, lease, hire purchase agreement or other title retention arrangement.

2. SHORT PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

2.1 Under Clause 4(a) of the Debenture, the Company with full title guarantee:-

(a) charged in favour of the Bank by way of first fixed charge all of the following:-

(i) all rights, estates or other interests in any freehold, leasehold or immovable property now or at any time hereafter vested in or held by or on behalf of the Company together with all buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery and all related spare parts, fuels, equipment and tools from time to time therein or thereon;

(ii) all the right, title and interest of the Company to and in any proceeds of any present or future insurance of (a) any freehold, leasehold or other immovable property charged under the Debenture and (b) any other insurances, to the extent such proceeds are not otherwise subject to a fixed charge under the Debenture;

(iii) all buildings, plant, machinery, fixtures and fittings and all related spare parts, equipment and tools and all rights in any intellectual property or similar rights including (without limitation) all licences and patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs, copyrights, trademarks, confidential information and computer software and all fees, royalties or other rights derived therefrom or incidental thereto now or at any time belonging to the Company;

(iv) all present and future goodwill (including all brand names) and uncalled capital for the time being of the Company;

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

1866350

Name of Company

FOCUS STORES LIMITED (THE "COMPANY")

Limited*

* delete if
inappropriate

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

1

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)

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(v) all present and future sums held in deposit and other types of accounts with any bank, book and other debts and monetary claims at any time now or hereafter due owing or incurred to the Company including any credit balance on any bank account of the Company or held for the benefit of the Company including any accounts into which any such debts may be paid and any amounts from time to time standing to the credit of such accounts and together with all sums standing to the credit from time to time of any accounts of the Company established at the request or with the consent of or pursuant to any arrangement with the Bank and into which are paid all forms of rental income or other similar receipts and the proceeds of any sales or disposals whether in relation to freehold, leasehold or other immovable property or otherwise;

(vi) all of the Securities;

(vii) all bills of exchange, promissory notes and negotiable instruments of any description now or at any time hereafter beneficially owned by the Company;

(viii) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future from any company which now is or may hereafter become a Subsidiary of the Company or any company of which the Company is a Subsidiary;

(ix) any deposits, margins, commissions or other rights to any commodities (including without limitation financial futures and precious metals) and any contract or option relating thereto (whether present or future) and any guarantee or security relating thereto whether held by or placed or contracted with the Bank or other person from time to time;

(x) all chattels now or at any time hereafter owned by the Company or hired leased or rented by the Company to or from any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or such other security for the performance of the obligations of any person under or in respect of such contract; and

(xi) all amounts realised upon the enforcement or execution of any order of the court under sections 238, 239 or 244 of the Insolvency Act, 1986;

(b) assigned to the Bank the following:-

(i) all the right, title, benefit and interest of the Company in all rights and claims to which the Company is now or may at any time become entitled in relation to all freehold, leasehold or other immovable property now or at any time hereafter vested in or held by or on behalf of the Company including all rights and claims in respect of rental income, licence fees, service charges, monies recovered from tenants in respect of remedial or refurbishment work undertaken by and/or paid for by the Company, insurance contributions, amounts recovered from tenants equivalent to any general rates, water rates or other like outgoings payable by the Company to any public authority, amounts recovered from tenants equivalent to any ground rents payable by the Company, and any value added tax receivable by the Company and all right, title and interest to and in the same and the benefit thereof and the right to make demand for and receive the same together with all rights and claims against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee or licensee of any such

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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

1866350

Name of Company

FOCUS STORES LIMITED (THE "COMPANY")

Limited*

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

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

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property and any guarantor or surety for the obligations of such person but so that the Bank shall, at the cost of the Company, release any of the same to the Company from time to time in accordance with the terms and conditions of any agreement (if any) from time to time existing with the Bank; and

(ii) all the Company's right, title and interest in all policies of life insurance and assurance to which the Company is now or may at any time become entitled and all rights and claims which the Company is now or may at any time become entitled in relation to the proceeds of such policies; and

(c) charges in favour of the Bank by way of first floating charge all the undertaking and all the assets whatsoever and wheresoever of the Company both present and future whether or not expressed to be mortgaged, charged or assigned by way of fixed mortgage or charge or by way of assignment.

3. COVENANTS AND RESTRICTIONS

Under the Debenture, the Company covenanted with the Bank that at all times during the continuance of the security thereby created it would:-

(i) not, without the previous consent in writing of the Bank, create, permit or suffer to subsist any Security Interest whatsoever and howsoever arising on or over any of the Secured Assets (other than the security hereby constituted and any other security in favour only of the Bank) nor sell, assign, part with, transfer, lease, licence or otherwise dispose of (whether by way of security or otherwise) its Secured Assets in respect of which the charge created by the Debenture takes effect as a fixed charge and which are assigned to the Bank thereby or any portion thereof nor agree or purport to do the same nor accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy any leasehold, freehold or other immovable assets hereby secured without the prior written consent of the Bank; however the Company shall be entitled to dispose of Secured Assets in respect of which the security hereby created takes effect as a floating charge provided such disposal is in the ordinary course of its trade;

(ii) not, without the previous consent in writing of the Bank, deal with the Company's book or other debts or stock-in-trade otherwise than for money, for full market value and as trustee for the Bank and by getting in and realising the same in the ordinary and proper course of the Company's business (and so that for this purpose the realisation of debts by means of block discounting, factoring or the like shall not be regarded as dealing in the ordinary and proper course of the Company's business);

(iii) not without the previous consent in writing of the Bank, do or suffer to be done on the Company's freehold or leasehold or other immovable property anything which shall be deemed to be development or a change of use thereof within the meaning of the Town and Country Planning Acts (which expression shall mean the Town and Country Planning Acts, 1962 to 1990 (as amended by the Planning and Compensation Act 1991) and the Local Government Planning and Land Act, 1980 (as amended by the Leasehold Reform, Housing and Urban Development Act 1993) or any statutory modification, re-enactment or replacement thereof for the time

being in force and any subsequent legislation of a similar nature or any orders or regulations made thereunder) nor do or suffer or omit to be done any act, matter or thing which might adversely affect the value thereof or whereby any statutory instrument, obligation or regulation

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

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1866350

Name of Company

FOCUS STORES LIMITED (THE "COMPANY")

Limited*

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

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

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under the Town and Country Planning Acts shall be infringed so as to prejudice the Bank or render the Bank or the Company's property subject to any liability thereunder; and

(iv) not enter into onerous or restrictive obligations affecting any part of the freehold or leasehold or other immovable property charged by the Debenture or create or permit to arise any overriding interest or any easement or right whatsoever therein or thereover which might adversely affect the value thereof.

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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. 01866350

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st DECEMBER 1995 AND CREATED BY FOCUS STORES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CHARTERHOUSE BANK LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th DECEMBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th DECEMBER 1995.

P. Jones
P. JONES

for the Registrar of Companies



C O M P A N I E S H O U S E

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