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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

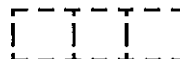
CHA 116

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bold block lettering

To the Registrar of Companies

For official use

Company number



1866350

Name of company

* Focus Stores Limited (the "Chargor")

* insert full name
of company

Date of creation of the charge

31 July 1997

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

Debenture made between the Chargor (1) and the Bank (2) (the "Debenture")

Amount secured by the mortgage or charge

All monies obligations and liabilities now or at any time hereafter due, owing or incurred by the Chargor to the Bank on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person) including interest, discount, commission, bank charges and expenses charged by the Bank. the "Secured Obligations"

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

The Co-operative Bank p.l.c., P O Box 101, 1 Balloon Street, Manchester, M60 4EP (the "Bank")

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

Addleshaw Booth & CO
Dennis House
Marsden Street
Manchester M2 1JD

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Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

By the Debenture, the Chargor, with full title guarantee, charged to the Bank as continuing security for the payment and discharge of the Secured Obligations.

See continuation sheet.

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Particulars as to commission allowance or discount (note 3)

Nil

Signed Alexander Bostle & Co

Date 11 August 1997

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 _____
to Form No 395 and 410 (Scot)

CHA 116

Please complete
legibly, preferably
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bold block lettering

Company Number

1866350

Name of Company

Focus Stores Limited

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)

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

Please complete
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All the undertaking and property of the Company whatsoever and wherever both present and future comprising:-

- 1 Legal Mortgage over the freehold and leasehold property of the Chargor owned at the date of the Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon.
- 2 A Fixed Charge over:-
 - (a) All freehold, leasehold and other immovable property belonging to or charged to the Chargor and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon.
 - (b) All the rights present and future under covenants of title given in relation to the property referred to above (the "property") and the benefit of all its rights against any lessee, sub lessee, licensee or other occupier (and their guarantors and sureties) of the Property.
 - (c) All rights present and future under and contract for sale letting or other disposal of the Property and any option to renew any lease or purchase any reversion (whether freehold or not) in relation to the Property and all rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property.
 - (d) All licences, consents and authorisations (both public and private) present and future.
 - (e) All plant machinery, vehicles, computers and other equipment (unless it forms part of its stock in trade or work in progress) and all rights present and future against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement.
 - (f) The Chargor's goodwill and uncalled capital.
 - (g) All stocks, shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Chargor together with all rights and benefits and property in relation thereto.
 - (h) All interests in and rights under policies of insurance and assurance belonging to the Chargor.
 - (i) All patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know-how, inventions, confidential information and other intellectual property rights including the benefit of any pending applications for any of them belonging to the Chargor including all the Chargor's rights under any agreements both present and future relating to the use or exploitation of such rights.
 - (j) All book and other debts at any time owing to the Chargor and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Chargor together with the benefit of all related rights and remedies (including equitable rights and rights under Guarantees, Indemnities, loans and other encumbrances).
- 3 A Floating Charge over all the Chargor's undertaking, Property and assets whatever and wherever both present and future (including heritable and other property assets in Scotland).

Negative Pledge

Pursuant to the Debenture the Chargor agreed that it will not without the prior written consent of the Bank create or allow to subsist any mortgage, charge, assignment by way of security pledge, lien (save where arising by operation of law in the usual course of business) hypothecation, preferential rights, arising under the general law for the protection of certain classes of creditors (or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or other security of any kind over any of the assets charged by the Debenture) nor attempt or agree to do so and the Chargor agreed it will not sell, transfer, assign, factor, discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of Floating Charge only) or attempt or agree to do so.

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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 31st JULY 1997 AND CREATED BY FOCUS STORES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CO-OPERATIVE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th AUGUST 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th AUGUST 1997.

Peter C Protheroe

for the Registrar of Companies



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