NOTICE OF ILLEGIBLE DOCUMENT

ON THE MICROFICE RECORD

Companies House regrets that the microfiche record for this company contain some documents which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful

Companies House would like to apologise for any inconvenience this may cause.

COMPANIES FORM No. 400

Particulars of a mortgage or charge subject to which property has been acquired

400

Please do not write in this margin

Pursuant to section 400 of the Companies Act 1985

M194C

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

To the Registrar of Companies

For official use

Company number 2429682

Name of company

*CLAREMONT GARMENTS LIMITED (formerly J.R. TEXTILES LONDON (1989) LIMITED)
("the Company")

* insert full name of company

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

GUARANTEE & DEBENTURE DATED 6 JULY 1992

Amount secured by the mortgage or charge SEE ATTACHED

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

N M ROTHSCHILD & SONS LIMITED
NEW COURT, ST SWITHIN'S LANE, LONDON, EC4P 4DM

Short particulars of the property mortgaged or charged

The Company as beneficial owner charged:

1. (a) by way of legal mortgage all the freehold and leasehold property of the Company specified in the Schedule annexed to the Guarantee and Debenture (the "Schedule") together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon;

(b) by way of legal mortgage all other freehold and leasehold property of the Company belonging to it on 6 July 1992 wherever situated together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon but excluding any freehold or leasehold property (other than property set out in the Schedule) legal title to which is vested in the Company but which the Company has by virtue of an agreement dated 25 June 1991 contracted to transfer to Alexon International Limited;

Continue overleaf as necessary

27 JAN 1993

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

S J Berwin & Co
222 Grays Inn Road
London WC1X 8HB

Ref:145/200/C5463.25

Time critical reference

For official Use
Mortgage Section

Post room

REGISTERED
26 JAN 1993

COMPANIES HOUSE
26 JAN 1993
LC

Short particulars of the property mortgaged or charged (continued)

Please do not write in this margin

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

(c) by way of fixed charge all other interests (not being charged or specifically excluded under Clauses (a) or (b) above) which the Company had on 6 July 1992 or may have thereafter in any freehold or leasehold property, the buildings and fixtures (including trade and tenant's fixtures), at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in favour of the Company or to which the Company is entitled in respect thereof and all licences held by the Company on 6 July 1992 or thereafter to enter upon or use land and the benefit of all other agreements relating to land to which the Company was entitled on 6 July 1992 or may become entitled to thereafter;

(d) by way of fixed charge all plant and machinery which the Company owned or was interested in on 6 July 1992 or thereafter owns or becomes interested in;

(e) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;

(f) by way of fixed charge all stocks, shares, debentures, bonds, notes, or other securities which the Company owned or was interested in on 6 July 1992or may thereafter own or become interested in;

Date of the acquisition of the property 7 JANUARY 1993

Signed Susan Drong [~~Director~~]/Secretary/† Date 25/1/93

† delete as appropriate

NOTES

1 A description of the instrument, eg,"Trust Deed","Debenture", etc, as the case may be, should be given.

2 A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the mortgage or charge. 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. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.

oyez The Solicitors' Law Stationery Society plc. Oyez House, 237 Long Lane, London SE1 4PU

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* * * * *

Companies M400

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

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Particulars of a mortgage or charge (continued)

Continuation sheet No. 1
to Forms ~~Nos 395 and 410~~ (Sco
400

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

Company number

2429682

Name of company

*Delete if inappropriate

CLAREMONT GARMENTS LIMITED (formerly J.R. TEXTILES LONDON (1989) LIMITED)
Limited*

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

Amount due or owing on the mortgage or charge (continued)

Please do not write in this margin

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

All moneys and liabilities which the Company has covenanted to pay and discharge under the Guarantee and Debenture, being:

(i) the sums comprised in the Indebtedness (as defined below) as and when they become due;

(ii) all other obligations of the Company's ultimate holding company, Claremont Garments (Holdings) plc (the "Parent") under the terms of a sterling guarantee facility letter dated 18 June 1992 pursuant to which the Chargee made available a guarantee facility to the Parent, as the same may be varied, amended, modified, supplemented or replaced, (the "Facility Letter"); and

(iii) all losses, damages, costs and expenses incurred by the Chargee arising from any failure by the Parent to pay the sums comprised in the Indebtedness as and when they fall due.

The "Indebtedness" means all money and liabilities due, owing or incurred to the Chargee by the Parent on 6 July 1992 or thereafter under the Facility Letter, whether actual or contingent, and whether as principal or surety (including the obligations of the Parent to pay moneys to the Chargee under paragraph 13.1 of the Facility Letter which deals with the deposit of funds) together with all interest accruing thereon and all costs, charges and expenses properly incurred in connection therewith.

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

D & H Cohen Limited regulating the priority of certain security granted in favour of the Banks;

(iii) the security constituted by a letter of offset dated 22 July 1991 from the Company in favour of The Governor and Company of The Bank of Scotland

(iv) liens arising by operation of law in the ordinary course of business and securing a debt which is no more than 30 days overdue;

(v) an encumbrance arising by way of retention of title to goods in favour of the supplier of such goods where such goods are supplied subject to the retention of title and are acquired in the ordinary course of business;

being "Permitted Encumbrances"; or

(b) sell, transfer or otherwise dispose of, or agree to dispose of, the whole or any part of the Charged Property (other than assets the subject of the floating charge in the ordinary course of business) or the right to receive or to be paid the same or agree to do so, but the Chargee's consent shall not be withheld in the case of a sale transfer or disposition to another group company where such group company has provided equivalent security over such property or asset to the Chargee as the Company in respect of the Indebtedness; or

(c) dispose of the equity of redemption in respect of any of the Charged Property.

B. If, notwithstanding the terms of A above, the Company creates an Encumbrance over any of the Charged Property or attempts to do so without the prior consent in writing of the Chargee then the floating charge created by the Guarantee and Debenture over such Charged Property will automatically without notice operate as a fixed charge immediately such event occurs.

C. Under the terms of the Guarantee and Debenture the Company applied to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company in the following terms:

"Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created."

Please do not write in this binding margin

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

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

[illegible]

(h) by way of fixed charge all the Company's [illegible] Property (being all patents and patent applications, [illegible] marks and trade and/or service marks, [illegible] associated with such applications, all brand [illegible] copyrights and rights in the nature of copyright, [illegible] and applications for registered designs, all [illegible] and all other intellectual property rights [illegible] by the Company or in which the Company [illegible] with the benefit of all present and future [illegible] the benefit of which is enjoyed by the Charge[illegible] exploitation of any of the aforementioned [illegible];

(j) by way of fixed charge all moneys from [illegible] credit of any and all accounts which the [illegible] maintain with any bank, financial institution [illegible]

(k) by way of fixed charge the benefit of all [illegible] and authorisations from time to time held or [illegible] connection with its business or the use of all or any part of [illegible] property and undertaking of the Company from time to time [illegible] the Chargee pursuant to the terms of the Guarantee and [illegible] "Charged Property"); and

(l) by way of floating charge all the Company's assets and undertaking whatsoever and wheresoever both present and future and not effectively charged by way of fixed charge pursuant to the provisions of [illegible] above.

N.B. NEGATIVE PLEDGE

A. During the continuance of the security created by the Guarantee and Debenture the Company may not without the prior written consent of the Chargee:

(a) create or permit to subsist any mortgage, charge, assignment, pledge lien, right of set-off, encumbrance or other security interest (whether fixed or floating) together with any preferential right, retention of title or trust agreement or arrangement which has the same commercial or substantive effect as the creation of security (an "Encumbrance") on or over the Charged Property or agree to do so other [illegible]:

(i) the security constituted by the Guarantee and Debenture;

(ii) the security granted by the Company in favour of Barclays Bank plc and The Governor and Company of The Bank of Scotland as contemplated by a deed dated 6 July 1992 between the Chargee, Barclays Bank plc, The Governor and Company of The Bank of Scotland (together "the Banks"), Claremont Garments (Holdings) plc, Claremont Garments Limited and

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[illegible] Charge for all [illegible] due or [illegible] from the Company to N M ROTHSCHILD & SONS LIMITED under the terms of the Guarantee and Debenture and all other obligations of CLAREMONT GARMENTS (HOLDINGS) plc under the terms of a Sterling Guarantee Facility Letter dated 18th JUNE 1992 secured on property acquired by CLAREMONT GARMENTS LIMITED on the 7th JANUARY 1993 was registered pursuant to Chapter I Part XI of the Companies Act 1985, on the 26th JANUARY 1993.

Given under my hand at the Companies Registration Office, Cardiff the 1st FEBRUARY 1993.

J.M. Evans

J M EVANS

[illegible]

No. 2429682