

Short particulars of all the property mortgaged or charged

1. By way of first fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales vested in the Company as at 6th November 2001 by way of first legal mortgage):

(a) all freehold and leasehold property of the Company situate in England and Wales and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same;

(b) all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same;

(c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in

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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 Addishaw Booth & Co

Date 12/11/2001

On behalf of ~~[company]~~ [mortgagee/chargee] †

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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

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

CHFP025

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

Company Number

3459649

Name of Company

HEYWOOD LEASING LIMITED (the "Company")

~~limited~~

* delete if
inappropriate

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

liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Syndicate or any of them or the Bank 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.

The liabilities referred to above 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 fluctuation 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 Syndicate or any of them or the Bank in relation to any such moneys, obligations or liabilities or generally in respect of the Company.

In this Form 395, the following definitions are used:

"Facility Agreement" means a facility agreement dated 6th December 1996 (as supplemented on 15th May 1997, 19th November 1997, 11th March 1998, 11th August 1998, 18th December 1998, 18th May 1999, 3rd November 1999, 27th June 2000, 8th November 2000 and 6th November 2001) and made between Blemain Group plc (1) The British Linen Bank Limited as arranger (2) the Syndicate (3) and the Bank as agent and security agent (4);

"Other Charging Company" means each of the following companies:

Name	Company No.
Blemain Finance Limited	1185052
Blemain Group plc	2939389
Briar Hill Court Limited	2783285
Cheshire Mortgage Corporation Limited	2613335
Factfocus Limited	1402330
General Allied Properties Limited	3099840
Harpmanor Limited	1954109
Heywood Finance Limited	3160517
Jerrold Mortgage Corporation Limited	521009
Lancashire Mortgage Corporation Limited	2058813
Manor Golf Club Limited	2682981
Monarch Recoveries Limited	1959967
North Western Properties & Developments Limited	3161998
Privileged Estates Limited	3107289
Privileged Properties (Northern) Limited	3112042
Provincial & Northern Properties Limited	3100498
Spot Finance Limited	1998543
Supashow Limited	2544317
Sterling Property Co Limited	3199497; and:

(a) any subsidiary of Blemain Group plc which becomes an additional borrower under the Facility Agreement; and

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

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respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

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(d) all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account with the Bank or the Syndicate or any of them or with any other person and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;

(e) all contracts or other agreements between the Company and its customers from time to time relating to the provision of credit or other finance facilities whether by way of loan, hire purchase, conditional sale, hire, leasing or other credit or loan arrangement whatsoever, whether proprietary, contractual or otherwise under or arising out of or evidenced by such contract or other agreement together with the right to receive repayments and all other payments whatsoever due or to become due under or by virtue of the Contracts or any of them;

(f) the Accounts together with, to the extent (if at all) not already charged hereby, all monies from time to time standing to the credit of an Account;

(g) all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the refund of any premiums;

(h) all goodwill and uncalled capital;

(i) all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property.

2. By way of assignment:

(a) all the Company's right, title and interest in and to the Keyman Insurance Policy;

(b) all its right, title and interest in and to the Existing Contracts together with the right to receive repayments and all other payments whatsoever due or to become due under or by virtue of the Contracts or any of them;

(c) all its right, title and interest in and to the Existing Accounts and any moneys from time to time standing to the credit of any such accounts and the debt or debts constituted thereby.

3. By way of floating charge the Company's undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

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

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

CHA 116

Please complete
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bold block lettering

Company Number

3459649

Name of Company

HEYWOOD LEASING LIMITED (the "Company")

~~limited~~*

* delete if
inappropriate

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

(b) any other subsidiary of Blemain Group plc which has entered into a guarantee or security in respect of the facilities made available pursuant to the Facility Agreement;

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"Syndicate" means Allied Irish Banks plc of St James's House, Charlotte Street, Manchester, M1 4DZ, The Governor and Company of the Bank of Scotland of 19/21 Spring Gardens, Manchester M2 1FB, National Westminster Bank Plc of 100 Barbirolli Square, Manchester M60 2FT, Barclays Bank PLC of PO Box 228, 51 Mosley Street, Manchester M60 3DQ, Lloyds TSB Bank plc of PO Box 349, Third Floor, 53 King Street, Manchester M60 2LE, Singer & Friedlander Limited of 46 Fountain Street, Manchester, M2 2AH, The Royal Bank of Scotland plc of PO Box 356, 38 Mosley Street, Manchester M60 2BE and Yorkshire Bank PLC of The Chancery, Spring Gardens, Manchester M2 1YB and such expression shall also include their successors, transferees and assignees, whether immediate or derivative.

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

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NB: The Company covenants that it will not without the prior consent in writing of the Bank such consent not to be unreasonably withheld or delayed:

(a) create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof; or

(b) create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance (except a Permitted Encumbrance) on or affecting the Charged Assets or any part thereof.

NB: Notwithstanding anything expressed or implied in the Debenture, if the Company creates or attempts to create any Encumbrance over all or any of the Floating Charge Assets without the prior consent in writing of the Bank or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets, the floating charge created over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

In this Form 395, the following definitions are used:

"Accounts" means together the Existing Accounts and any other current account which the Company or any Other Charging Company opens with the Syndicate or any of them or the Bank after 6th December 1996 having given not less than 14 days' prior written notice to the Bank of its intention to do so, and each an "Account";

"Charged Assets" means, in relation to the Company all the undertaking, goodwill, property, assets and rights of the Company described in paragraphs 1, 2 and 3 above;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

"Contracts" means, in relation to the Company, the assets of the Company described in paragraph 1(e) above;

"Debts" means, in relation to the Company, the assets of the Company described in paragraph 1(d) above;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind;

"Existing Account" means the current accounts of the members of the Group as at 6th December 1996;

"Existing Contract" means, in relation to the Company, Contracts in force as at 6th December 1996;

"Facility" means the revolving credit facility granted pursuant to the Facility Agreement;

"Floating Charge Assets" means, in relation to the Company, the assets of the Company from time to time expressed to be charged by the Debenture by way of floating charge;

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

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

CHA 116

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Company Number

3459649

Name of Company

HEYWOOD LEASING 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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"Group" means Blemain Group plc and all its Subsidiaries for the time being;

"Insurances" means, in relation to the Company, all present and future contracts or policies of insurance (including life policies) in which the Company from time to time has an interest;

"Keyman Insurance Policy" means any keyman insurance policy effected by the Company in respect of Henry Moser providing cover for death in a sum assured of £500,000 for an initial term of 3 years;

"Permitted Encumbrance" means an Encumbrance being any of the following:

- (i) title retention arrangements arising in the ordinary course of trading with suppliers of goods to the Group or arising under conditional sale or hiring arrangements in respect of goods supplied to the Group in the ordinary course of trading;
- (ii) liens arising in the ordinary course of trading by operation of law and not by way of contract so long as any amounts in respect of which such liens arise are not overdue for payment;
- (iii) any Encumbrance entered into as security for the facility made available pursuant to the Facility Agreement;

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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. 03459649

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AMENDING DEED TO A COMPOSITE GUARANTEE AND DEBENTURE DATED 6th DECEMBER 1996 (AS AMENDED ON 18th DECEMBER 1998 AND 8th NOVEMBER 2000 AND SUPPLEMENTED ON 15th MAY 1997 AND 11th MARCH 1998) DATED THE 6th NOVEMBER 2001 AND CREATED BY HEYWOOD LEASING LIMITED FOR SECURING ALL MONEYS DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO THE SYNDICATE OR ANY OF THEM AND/OR THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS AGENT AND TRUSTEE FOR THE SYNDICATE PURSUANT TO THE FACILITY AGREEMENT AND/OR, AS THE CASE MAY BE, THE DEBENTURE (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th NOVEMBER 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —