



## Particulars of a mortgage or charge

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

Name of company

115

198168

\* UMBRO INTERNATIONAL LIMITED

Date of creation of the charge

9 OCTOBER 1992

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

DEBENTURE (the "Debenture")

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED

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

STONE MANUFACTURING COMPANY, P O BOX 3725, GREENVILLE,  
SOUTH CAROLINA 29608, UNITED STATES OF AMERICA

Postcode

Presentor's name, address and  
reference (if any):  
Dibb Lupton Broomhead  
Fountain Precinct  
Balm Green  
SHEFFIELD  
S1 1RZ

Ref: EWW/CAA/CLM

Time critical reference

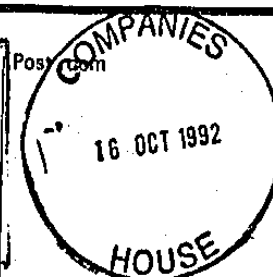
For official use

Mortgage section

REGISTERED

16 OCT 1992

Post room



Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

PLEASE SEE ATTACHED

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Dice Lupton Broome*

Date

14 October 1992

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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition  
5.89 F8728  
5010503

Amount secured by the mortgage or charge

1. All the liabilities of Umbro International Limited (the "Company") to Stone Manufacturing Company (the "Lender") of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) under the loan agreement (and any document supplemental thereto or varying the terms thereof) between (1) the Company and (2) the Lender dated 9 October 1992 in relation to a loan from the Lender to the Company (the "Loan Agreement").

2. All expenses (including legal costs) (on a full indemnity basis) incurred by any receiver appointed by the Lender under the Debenture (the "Receiver") or reasonably incurred by the Lender at any time in connection with the property which is subject to the Debenture or the Company's liabilities referred to in 1. above or in perfecting the Debenture or in preserving defending or enforcing the security constituted by the Debenture or in exercising any power under the Debenture or otherwise with interest (at the rate charged to the Company by the Lender under the Loan Agreement) from the date they are paid by the Lender or Receiver.

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any property in respect of which the Company is the registered proprietor at H M Land Registry.

2. By way of fixed charge:-

- (a) all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property referred to in 1. above charged by way of legal mortgage;
- (b) all the plant machinery and fixtures and fittings, furniture, equipment, implements and utensils now and in the future belonging to the Company;
- (c) all the goodwill and uncalled capital of the Company present and future;
- (d) all stocks, shares and other securities now and in the future belonging to the Company;
- (e) all intellectual property rights, choses in action and claims now and in the future belonging to the Company;
- (f) all book debts and other debts (including any funds standing to the credit of the Company from time to time on any account with the Lender or any bank or financial institution or organisation) now and in the future owing to the Company.

3. By way of floating charge all the undertaking and all property assets and rights of the Company present and future not referred to in 1. or 2. above.

NOTE:

1. The Debenture contains covenants by the Company not to save pursuant to any obligation upon the Company imposed by the Royal Bank of Scotland plc pursuant to the Prior Charges (as defined in the Debenture) or the Deed of Priorities (as defined in the Debenture) without the previous written consent of the Lender:-

- (a) create or permit to arise any mortgage, charge or lien on any of the Company's property which is subject to the Debenture;
- (b) dispose of any of the Company's property which is charged by way of legal mortgage or by way of fixed charge under the Debenture;
- (c) dispose of any of the Company's property which is charged by way of floating charge under the Debenture other than in the ordinary course of business;
- (d) deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company covenants not to realise

its book debts and other debts by means of block discounting, factoring or the like;

- (e) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it.

2. The Debenture gives the Lender power to appoint an administrative receiver.

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 9th OCTOBER 1992  
and created by UMBRO INTERNATIONAL LIMITED

for securing all moneys due or to become due from the Company to STONE  
MANUFACTURING COMPANY under the terms of LOAN AGREEMENT DATED 9th OCTOBER  
1992

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 16th OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 21st OCTOBER 1992

No. 198168

*K F Thomas*  
K F THOMAS

an authorised officer

C.69

*24/10*

*Dx  
LH*



Please do not  
write in  
this margin

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

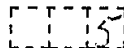
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Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

\*Insert full name  
of company

To the Registrar of Companies

For official use Company number



198168

Name of company

\* UMBRO INTERNATIONAL LIMITED

Date of creation of the charge

9 OCTOBER 1992

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

DEBENTURE (the "Debenture")

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED

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

STONE MANUFACTURING COMPANY, P O BOX 3725, GREENVILLE,  
SOUTH CAROLINA 29608, UNITED STATES OF AMERICA

Postcode

Presentor's name, address and  
reference (if any):  
Dibb Lupton Broomhead  
Fountain Precinct  
Balm Green  
SHEFFIELD  
S1 1RZ

Ref: EWW/CAA/CLM

Time critical reference

For official use

REGISTERED

16 OCT 1992

Postcode

16 OCT 1992

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Short particulars of all the property mortgaged or charged

PLEASE SEE ATTACHED

Please do not  
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Please complete  
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lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Dore Lupton Broadhead*

Date 14 October 1992

On behalf of ~~[company]~~ [mortgagee/chargee]\*

\*Delete as  
appropriate

### Notes

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  - (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.
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2. All expenses (including legal costs) (on a full indemnity basis) incurred by any receiver appointed by the Lender under the Debenture (the "Receiver") or reasonably incurred by the Lender at any time in connection with the property which is subject to the Debenture or the Company's liabilities referred to in 1. above or in perfecting the Debenture or in preserving defending or enforcing the security constituted by the Debenture or in exercising any power under the Debenture or otherwise with interest (at the rate charged to the Company by the Lender under the Loan Agreement) from the date they are paid by the Lender or Receiver.

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Short particulars of all the property mortgaged or charged

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- (c) dispose of any of the Company's property which is charged by way of floating charge under the Debenture other than in the ordinary course of business;
- (d) deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company covenants not to realise

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FILE COPY



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MANUFACTURING COMPANY under the terms of LOAN AGREEMENT DATED 9th OCTOBER  
1992

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 16th OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 21st OCTOBER 1992

No. 198168

*K F Thomas*  
K F THOMAS

an authorised officer

C.69

*24/10*

*Pd  
LH*

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1992

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 16th OCTOBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 3rd NOVEMBER 1992

No. 198168

**M. SAHA**  
an authorised officer

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