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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

To the Registrar of Companies
(Address overleaf—Note 5)

For official use

Company number

1110

2499732

Name of company

SOCK SHOP HOLDINGS LIMITED of 20 Nelson Way, Yorkstown, Camberley,
* Surrey GU15 3DW (the "Obligor")

* insert full name
of company

Date of creation of the charge

7 February 1996

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

A Debenture (the "Debenture")

Amount secured by the charge

Covenant to Pay

The Obligor shall on demand pay to the Bank or discharge, as the case may be,
all the Secured Liabilities when the Secured Liabilities become due.

NB. All capitalised terms used in this form are defined, except as otherwise
indicated, at the end of this form.

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

United Mizrahi Bank Limited a company incorporated in Israel acting through
its branch at Finsbury House, 23 Finsbury Circus, London, EC2M 7UB (the
"Bank")

Postcode

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

Nabarro Nathanson
50 Stratton Street
London W1X 6NX

AA/GLR/RFB/U0180/20

Time critical reference

For Official Use
Mortgage Section

Post Room



KLO *KT2HBJE4* 2036
COMPANIES HOUSE 27/02/96

28 FEB 1996

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bold block lettering

1. Security

By way of continuing security in favour of the Bank for the payment and discharge of the Secured Liabilities, the Obligor with full title guarantee hereby charges to the Bank or assigns to the Bank (as the case may be) the property set out below in the manner set out below (The assignment set out below is an absolute assignment for the purposes of Section 136 of the LPA (Legal assignments of things in action) and is not made by way of charge only.):-

1.1 Scheduled Property

By way of first fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of the Debenture.

(See Continuation Sheet 1 page 4)

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Nabarro Nathanson

Date

26/2/96

On behalf of ~~company~~ / 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.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Please complete
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1.2 Other Property and the Future Property

By way of first fixed charge:-

- a. the Other Property and the Future Property;
- b. all Rights relating to the Other Property and the Future Property; and
- c. all Rights relating to the Scheduled Property coming into existence after the date of the Debenture.

1.3 Contracts

By way of absolute legal assignment, the Contracts.

1.4 Book Debts

By way of first fixed charge, the Book Debts.

1.5 Intellectual Property

By way of first fixed charge, all the Intellectual Property owned, possessed or controlled by the Obligor.

1.6 Plant and Machinery

By way of first fixed charge, the Plant and Machinery.

1.7 Future Plant and Machinery

By way of first fixed charge, the Future Plant and Machinery.

1.8 Shares and Derivative Assets

By way of first fixed charge, the Shares and Derivative Assets.

1.9 Goodwill

By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Obligor.

1.10 Floating charge

By way of first floating charge, all the undertaking and assets of the Obligor whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Obligor referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4.1 (Scheduled Property) to 4.9 (Goodwill) (inclusive) of the Debenture).

Please complete
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2. Conversion of floating charge

2.1 Conversion by notice

The Bank may by prior notice to the Obligor convert the floating charge contained in the Debenture into a fixed charge as regards such Charged Property as the Bank may specify (whether generally or specifically) in that notice on, or at any time following, the occurrence of an Event of Default (whether or not the Event of Default is continuing at the relevant time).

2.2 Automatic conversion

If, without the prior written consent of the Bank, the Obligor creates any Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under the Debenture, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, the floating charge created by the Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

3. Further assurance

The Obligor shall:-

- 3.1 forthwith, at any time if so required by the Bank, at its own expense execute and deliver to the Bank such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Bank may in its discretion require of the whole or such part of the Charged Property as the Bank may specify, in such form as the Bank may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including, without limitation, in order to vest the whole or such part of the Charged Property in the Bank, the nominee of the Bank or in any purchaser from the Bank or the Receiver;
- 3.2 pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the Bank subject to the provisions of the Debenture; and
- 3.3 pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of the Debenture.

4. The Book Debts Account

Until all the security constituted by the Debenture is discharged, the Obligor shall:-

- 4.1 collect and realise all Book Debts in the ordinary course of its business. For the avoidance of doubt, it is hereby declared that for the purposes of the Debenture, the ordinary course of business of the Obligor does not include or extend to the selling, assigning or in any other way factoring or discounting any Book Debts. If the Bank shall so require by notice in writing the Obligor shall hold the proceeds of such collection and realisation of the Book Debts upon trust for the Bank pending payment of such proceeds into the Book Debts Account;

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bold block lettering

- 4.2 if the Bank so requires, pay the proceeds of such collection and realisation into the Book Debts Account;
- 4.3 the Bank shall so require, not except with the prior written consent of the Bank, withdraw from the Book Debts Account all or any monies standing to the credit of the Book Debts Account; and
- 4.4 if called upon so to do by the Bank, execute a legal assignment of the Book Debts to the Bank in such terms as the Bank may in its discretion require, give such notice of that legal assignment to the debtors from whom the Book Debts are due, owing or incurred and take any such other step as the Bank may in its discretion require to perfect such legal assignment.

5. Negative pledge

The Obligor shall not:-

- 5.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest;
- 5.2 convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property;
- 5.3 permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;
- 5.4 do, cause or permit to be done anything which may in the opinion of the Bank, in any way depreciate, jeopardise or otherwise prejudice the value to the Bank (whether monetary or otherwise) of the whole or any part of the Charged Property; or
- 5.5 release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts save as expressly provided in the Debenture.

For the purposes of the above:-

Definitions

"Book Debts" means all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Obligor; and

the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreement documents rights and remedies including, without limitation, negotiable or non-negotiable instruments, guarantees indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendors liens and all similar or connected or related rights and assets.

| | |
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| "Book Debts Account" | means such separate and denominated account or accounts with the Bank or such bank as may be specified in writing by the Bank for the purpose of receiving payments of the proceeds of realisation and collection of Book Debts; |
| "Charged Property" | means the whole or any part of the property, assets, income and undertaking of the Obligor from time to time mortgaged, charged or assigned to the Bank pursuant to the Debenture; |
| "Contracts" | means all the Obligor's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Obligor is a party; |
| "Cross Guarantee" | means the guarantee dated the same date as the Debenture between, inter alia, the Obligor and the Bank; |
| "Derivative Assets" | means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described; |
| "Event of Default" | means any of the events or circumstances set out in Clause 10 (Events of Default) of the Facility Letter; |
| "Facility Documents" | means the Debenture, a Debenture from Facia Limited which is already in existence, the Facility Letter, the Cross Guarantee and each of the Security Documents; |
| "Facility Letter" | means the facility letter dated 7th February 1996 from the Bank to Facia Limited and accepted by Facia Limited on 7th February 1996 |
| "Fixtures" | means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Obligor and deemed by law to be immovable property; |
| "Future Plant and Machinery" | means all plant and machinery, equipment, fittings, installations, apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which become the property of the Obligor after the date of the Debenture; |
| "Future Property" | means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which become the property of the Obligor after the date of the Debenture, all proceeds of sale derived from such property and the benefit of all covenants to which the Obligor is entitled in respect of such property; |

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| "Intellectual Property" | means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing; |
| "Know-how" | means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Obligor and relating to its business, which is not in the public domain; |
| "Nominees" | means the Bank, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Bank from time to time; |
| "Occupational Leases" | means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Obligor; |
| "Other Property" | means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are the property of the Obligor at the date of the Debenture and do not form part of the Scheduled Property, all proceeds of sale derived from such property and the benefit of all covenants to which the Obligor is entitled in respect of such property; |
| "Permitted Security Interest" | means any Security Interest permitted by paragraph 9.7 (Undertakings) of the Facility Letter; |
| "Plant and Machinery" | means all plant and machinery, equipment, fittings (including, without limitation, all shop fittings, shelving, display apparatus and related accessories), installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are the property of the Obligor at the date of the Debenture; |
| "Property" | means the Scheduled Property, the Other Property and the Future Property; |

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| "Receiver" | means any receiver appointed pursuant to the Debenture; |
| "Rights" | means all the Obligor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Obligor or any person deriving title from the Obligor from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Obligor has an interest); |
| "Scheduled Property" | means all the property short particulars of which are set out against the name of the Obligor in the Second Schedule (The Scheduled Property) attached, including, without limitation, all Fixtures on such property; |
| "Secured Liabilities" | <p>means all moneys, debts and liabilities from time to time due, owing or incurred by the Obligor to the Bank on any current or other account whatsoever pursuant to the Facility Documents in each case:-</p> <ul style="list-style-type: none"> (a) whether present or future; (b) whether alone or jointly with any other person; (c) whether actual or contingent; (d) whether as principal or as surety; (e) in whatsoever name, firm or style; (f) in whatsoever currency denominated; or (g) otherwise; <p>including, without limitation, the Guaranteed Liabilities (as defined in the Cross Guarantee), all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Bank for or at the request of the Obligor together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges;</p> |
| "Security Documents" | means any document entered into by any person from time to |

time creating any Security Interest, directly or indirectly, for the obligations of the Obligor under the Facility Letter and/or the Obligor under the Facility Documents including, without limitation, the Debenture;

"Security Interest"

means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold-back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security; and

"Shares"

means all stocks, shares and other securities:-

- (a) listed against the name of the Obligor in the First Schedule (the Shares attached); or
- (b) for which the stock or share certificates or other documents of title have been deposited by the Obligor with the Bank or its Nominees or which are held to the order of the Bank; or
- (c) for which the stock or share certificates or other documents of title are now held by the Bank or its Nominees for the account of the Obligor; or
- (d) represented by any stock or share certificates or other documents of title from time to time in the future deposited by the Obligor with the Bank or its Nominees or held to the order of the Bank or belonging to the Obligor and received by the Bank or its Nominees after the execution of the Debenture;

in each case whether held in the United Kingdom or elsewhere and irrespective of whether in any such case the deposit was made or the certificates or other documents were received by the Bank or its Nominees for the purposes of creating security, safe custody, collection or otherwise.

SCHEDULE 1 - The SharesObligorCompanyNo. and class of shares

SCHEDULE 2 - Scheduled Property

Property

Title Number

Please see the attached Schedule of properties.

| | | | |
|---|------------------------|--|--|
| Aberdeen, 81 Union Street | Sock Shop Holdings Ltd | Royal Life (Unit Linked Assurance) Ltd | |
| Bath, 1 Burton Street | Sock Shop Holdings Ltd | Bath City Council | |
| Belfast, 22 Donegal Place | Sock Shop Holdings Ltd | Irish Home Mission Fund | |
| Birmingham, Kiosk E2 East Mall, The Palisades | Sock Shop Holdings Ltd | Fordgate Shopping Centres Ltd | |
| Brighton, 57 Western Road | Sock Shop Holdings Ltd | Sheffield Church Burgesses Trust | |

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Sheet1

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|---|------------------------|--|--|
| Bristol, 17/18 Lower Arcade, Broadmead | Sock Shop Holdings Ltd | Scottish Life Assurance Co | |
| Cambridge, 29 Petty Cury | Sock Shop Holdings Ltd | United Friendly Insurance Pension Fund | |
| Canterbury, 37 High Street | Sock Shop Holdings Ltd | Prudential Assurance Co Ltd | |
| Carlisle | Sock Shop Holdings Ltd | City of Carlisle | |
| Chester, 18 Eastgate Street | Sock Shop Holdings Ltd | County of Merseyside S.F. | |
| Croydon, Unit 142 Whitgift Centre | Sock Shop Holdings Ltd | Barclays Nominees (George Yard) Ltd | |
| Dublin 2, 8 Grafton Street | Sock Shop Holdings Ltd | Boyle's Shoes | |
| Dublin Airport, Departures Concourse | Sock Shop Holdings Ltd | Aer Rianla | |
| Dublin, 53 Grafton Street | Sock Shop Holdings Ltd | Max W Abramson & Michael B Enoch | |
| Edinburgh, 88b Princess Street | Sock Shop Holdings Ltd | GUS Property Management | |
| Exeter, 244 High Street | Sock Shop Holdings Ltd | National Westminster Bank plc | |
| Gatwick North, North Terminal | Sock Shop Holdings Ltd | Gatwick Airport Ltd | |
| Gatwick South, Unit 1 Gatwick Village | Sock Shop Holdings Ltd | Gatwick Airport Ltd | |
| Glasgow 2, 120 Sauchiehall Street | Sock Shop Holdings Ltd | Albany Life Assurance Co Ltd | |
| Glasgow Airport, Retail Unit 1 Departures Concourse | Sock Shop Holdings Ltd | Glasgow Airport Ltd | |
| Glasgow Central, Shopping Mall | Sock Shop Holdings Ltd | British Rail | |
| Guildford, Unit 9 White Lion Walk | Sock Shop Holdings Ltd | Britel Fund Trustees Ltd | |
| Heathrow T1, Unit 165 Departures Level | Sock Shop Holdings Ltd | Heathrow Airport Ltd | |
| Heathrow T2 Unit 10 E Departures Level | Sock Shop Holdings Ltd | Heathrow Airport Ltd | |
| Heathrow T3, Bay 2, F104, 1st Floor Departures | Sock Shop Holdings Ltd | Heathrow Airport Ltd | |
| Heathrow T4, Departures Concourse | Sock Shop Holdings Ltd | Heathrow Airport Ltd | |
| Kingston 1 | Sock Shop Holdings Ltd | Lancs County Council Superannuation Fund | |
| Kingston Upon Thames, Unit G20 The Bentall Centre | Sock Shop Holdings Ltd | Norwich Union Life Insurance Society | |

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Sheet1

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|---|------------------------|------------------------------------|--|
| Leeds, 30 Commercial Street | Sock Shop Holdings Ltd | GRE Pension Fund Trustees | |
| Leicester, 45 Shires Walk | Sock Shop Holdings Ltd | The Shires (Leicester) Ltd | |
| London, 12 Oxford Street | Sock Shop Holdings Ltd | Grand Metropolitan Property Co Ltd | |
| London, 12/13 Kensington Arcade, Kensington | Sock Shop Holdings Ltd | English Property Corporation plc | |
| London, 190 Oxford Street | Sock Shop Holdings Ltd | Pearl Assurance plc | |
| London, 203 Carera House, Embankment Place | Sock Shop Holdings Ltd | Greycoat Estates Developments Ltd | |
| London, 257/259 Oxford Circus | Sock Shop Holdings Ltd | Astrea Properties BV | |
| London, 28 Carnaby Street | Sock Shop Holdings Ltd | Wereldhave Property Corp plc | |
| London, 32 Brook Street | Sock Shop Holdings Ltd | Town Investments Ltd | |
| London, 326 Oxford Street | Sock Shop Holdings Ltd | The Boynton Trust | |
| London, 34b The Broadway Shopping Centre, Hammersmith | Sock Shop Holdings Ltd | Brodero Centre West Ltd | |
| London, 39 Long Acre, Covent Garden | Sock Shop Holdings Ltd | ESN (Scotland) Ltd (SPPS) | |
| London, 41 Gracechurch Street | Sock Shop Holdings Ltd | Standard Chartered Bank | |
| London, 435/437 Oxford Street | Sock Shop Holdings Ltd | MEPC plc | |
| London, 48 Cheapside | Sock Shop Holdings Ltd | Mitsubishi Corporation | |
| London, 54 Cowercross Street, Farringdon | Sock Shop Holdings Ltd | London Regional Transport | |
| London, 67 Fleet Street | Sock Shop Holdings Ltd | Kumagai Gumi Properties Ltd | |
| London, 68/70 Kings Road, Chelsea | Sock Shop Holdings Ltd | Sears Footwear Property | |
| London, 8 Kingsgate Parade, 62 Victoria Street | Sock Shop Holdings Ltd | Victoria Street Properties Ltd | |
| London, 8 Station Approach, Baker Street | Sock Shop Holdings Ltd | London Regional Transport | |
| London, 89 Oxford Street | Sock Shop Holdings Ltd | Slogo Investments Ltd | |
| London, Bank Underground Station | Sock Shop Holdings Ltd | London Regional Transport | |
| London, Booking Hall, Holborn Underground | Sock Shop Holdings Ltd | London Regional Transport | |

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Sheet1

| | | | |
|---|------------------------|--|--|
| London, Green Park Underground Station | Sock Shop Holdings Ltd | London Regional Transport | |
| London, Kings Cross Station | Sock Shop Holdings Ltd | Rail Track plc | |
| London, Moorgate Underground | Sock Shop Holdings Ltd | London Regional Transport | |
| London, Shop 3 Central Concourse, Charing Cross | Sock Shop Holdings Ltd | Rail Track plc | |
| London, Shop in Victoria Line Ticket Hall, Victoria Station | Sock Shop Holdings Ltd | London Regional Transport | |
| London, St Paul's Underground, Cheapside | Sock Shop Holdings Ltd | London Regional Transport | |
| London, Unit Shopping Concourse, Euston Station | Sock Shop Holdings Ltd | Rail Track plc | |
| London, Unit 1 Jubilee Booking Hall, Charing Cross | Sock Shop Holdings Ltd | London Regional Transport | |
| London, Unit 1 Trocadero, Piccadilly | Sock Shop Holdings Ltd | Burford Tracadero Ltd | |
| London, Unit 10, 55 Broadway Shopping Mall, St James | Sock Shop Holdings Ltd | London Regional Transport | |
| London, Unit 1c Whiteleys of Bayswater, Queensway | Sock Shop Holdings Ltd | Whiteleys of Bayswater Ltd | |
| London, Unit 3 Clapham Junction Shopping Centre | Sock Shop Holdings Ltd | Burford (Finchley) Ltd | |
| London, Unit 3a Cannon Street Station | Sock Shop Holdings Ltd | British Rail | |
| London, Unit 49 Victoria Island, Victoria Station | Sock Shop Holdings Ltd | Rail Track plc | |
| London, Unit 4a London Bridge Station | Sock Shop Holdings Ltd | Rail Track plc | |
| London, Unit 5/7 West Entrance Arcade, Knightsbridge | Sock Shop Holdings Ltd | London Regional Transport | |
| London, Unit 8 West Mall, Liverpool Street Station | Sock Shop Holdings Ltd | Rail Track plc | |
| London, Unit 8a, 49/63 Regent Street | Sock Shop Holdings Ltd | Onroarend Goed Maatschappij Dodabetta BV | |
| London, Unit a, Platform 1, Waterloo Station | Sock Shop Holdings Ltd | Rail Track plc | |
| London, West One Shopping Centre, Bond Street | Sock Shop Holdings Ltd | MEPC Mayfair Properties Ltd | |
| Midstone, 31 Week Street | Sock Shop Holdings Ltd | RTZ Pension Property Trust Ltd | |
| Manchester T1, Main Concourse | Sock Shop Holdings Ltd | Manchester Airport plc | |
| Manchester T2, Retail Unit R3 Departures Concourse | Sock Shop Holdings Ltd | Manchester Airport plc | |

Sheet1

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|--|------------------------|---|
| Manchester, Shop Unit 4 Piccadilly Station | Sock Shop Holdings Ltd | Rail Track plc |
| Manchester, 21 Cromford Court, Amdale Centre | Sock Shop Holdings Ltd | P & O Property Holdings Ltd |
| Manchester, Unit G3, Royal Exchange | Sock Shop Holdings Ltd | Power Securities (Manchester) Ltd |
| Newcastle Upon Tyne, 13b Eldon Square | Sock Shop Holdings Ltd | CSC Properties Ltd |
| Norwich, 53 Castle Mall | Sock Shop Holdings Ltd | Friends Provident Life Office |
| Nottingham, Unit 11 & 11a, 188 Victoria Centre | Sock Shop Holdings Ltd | Quaco (UK) Ltd |
| Oxford, Unit 21 Clarendon Centre | Sock Shop Holdings Ltd | Pensman Nominees Ltd |
| Peterborough, 51 Queensgate Centre | Sock Shop Holdings Ltd | Norwich Union Life Insurance Society |
| Reading Station, Unit 10 Brunel Arcade | Sock Shop Holdings Ltd | British Rail |
| Reading, 49 Broad Street | Sock Shop Holdings Ltd | Prudential Assurance Co Ltd |
| Sheffield, 12A The Arcade, Meadowhall | Sock Shop Holdings Ltd | Meadowhall Centre Ltd |
| Sheffield, 28 Fargate | Sock Shop Holdings Ltd | British Coal Staff Suppl. Scheme Trustees Ltd |
| Shrewsbury, Unit 4a The Pride Hill | Sock Shop Holdings Ltd | Royal Life Insurance Ltd |
| Sloke on Trent, Unit 104 Potteries Shopping Centre | Sock Shop Holdings Ltd | CSC Properties Ltd |
| Winchester, 122 High Street | Sock Shop Holdings Ltd | Friends Provident Linked Life Assurance Ltd |

5

FILE COPY



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

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

COMPANY No. 02499732

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th FEBRUARY 1996 AND CREATED BY SOCK SHOP HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO UNITED MIZRAHI BANK LIMITED ON ANY ACCOUNT WHATSOEVER PURSUANT TO THE FACILITY DOCUMENTS (AS DEFINED THEREIN) INCLUDING, WITHOUT LIMITATION, THE GUARANTEED LIABILITIES (AS DEFINED IN THE CROSS GUARANTEE) (AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th FEBRUARY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th FEBRUARY 1996.

N. S. BERKLEY

for the Registrar of Companies

Post
RM.
29/2

