



## Particulars of a mortgage or charge

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Pursuant to section 395 of the Companies Act 1985

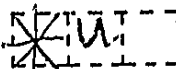
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\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

M82



2499732

Name of company

\* FULLCHANCE LIMITED ("the Company")  
NOW KNOWN AS SOCK SHOP HOLDINGS LIMITED.

Date of creation of the charge

3rd August 1990

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

TRUST DEED dated 3rd August 1990 ("the Charge Document") among (i) the Company (ii) Placeclean Limited (No 2503168) having its registered office at Finsbury Chambers 74/78 Finsbury Pavement London EC2A 1AT (SEE CONTINUATION SHEET 1)

Amount secured by the mortgage or charge

All the money and liabilities payable by the Company to the Trustee (as hereinafter defined) under or pursuant to the Trust Deed (as hereinafter defined) (including any charges and expenses incurred by or on behalf of the Trustee (as hereinafter defined) in the enforcement of any obligation or security or attempted enforcement thereof), including but without prejudice to the foregoing generality the Series A Stock and the Series B Stock (both as hereinafter defined) and all interest thereon.

For the purposes of this Form, the following definitions shall apply:-

(SEE CONTINUATION SHEET 1)

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

Murray Johnstone Limited having its registered office at 7 West Nile Street Glasgow as Trustee of the Trust Deed upon and subject to the terms and provisions of the Trust Deed

Postcode G1 2PX

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

McGrigor Donald  
Finsbury Chambers  
74/78 Finsbury Pavement  
London EC2A 1AT  
Tel: 071 638 6388/Ref: RMC/PRD

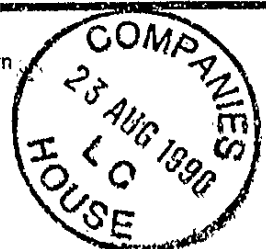
Time critical reference

For official use  
Mortgage section

REGISTERED

23 AUG 1990

Post room



Short particulars of all the property mortgaged or charged

FIRSTLY: All the Company's freehold and leasehold property (if any) both present and future, ..... and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any property for the time being charged under this sub-paragraph (FIRSTLY) and all interests in and deriving from freehold and leasehold property.

SECONDLY: All book debts both present and future due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights.

THIRDLY: All other monetary debts and claims both present and future (including choses in action which give rise or may give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without

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Particulars as to commission allowance or discount (note 3)

NONE

Signed

*M. H. [Signature]* Date 20 August 1990

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, Oyez House, 27 Crincoft Street, London SE1 5TS

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

Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

2499732

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in black type, or  
bold block lettering

Name of company

FULLCHANCE LIMITED ("the Company")

limited\*

\*Delete if  
inappropriate

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

and Sock Shop International S.A.R.L. having its siege social at Garonor,  
Batiment 10c, BP 465, 93600 Aulnay sous Bois, France, registered in  
R.C.S. Bobigny B348046855 ("the French Company") and (iii) Murray  
Johnstone Limited having its registered office at 7 West Nile Street,  
Glasgow, G1 2PX ("the Original Trustee")



"Series A Stock"

means the £4,663,470 in nominal principal amount of Series A of the Secured Loan Stock 1991/3 (as hereinafter defined) of the Company constituted and secured by the Charge Document or as the case may be, the principal amount thereof for the time being or from time to time issued and outstanding or a specific portion thereof;

"Series B Stock"

means the £500,000 in nominal principal amount of Series B of the Secured Loan Stock 1991/3 (as hereinafter defined) of the Company constituted and secured by the Charge Document, or, as the case may be, the principal amount thereof for the time being or from time to time issued and outstanding, or a specific portion thereof;

"Secured Loan Stock 1991/3"

means the £5,163,470 in nominal principal amount of Secured Loan Stock of the Company issued or to be issued upon and subject to the terms of the Charge Document.

"Trust Deed"

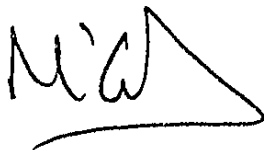
means the Charge Document and any deed supplemental thereto including the French Security Deeds (as hereinafter defined);

"French Security Deeds"

means the Nantissement de Fonds de Commerce dated 3rd August 1990 granted by the French Company in favour of the Original Trustee in security of the performance and discharge of the obligations of the French Company under the Trust Deed, the Guarantee dated 3rd August 1990 granted by the French Company and the Nantissement de Parts Sociales dated 3rd August 1990 granted by the Company both in favour of the Original Trustee and in security of the performance and discharge of the obligations of the Company under the Trust Deed; and

"Trustee"

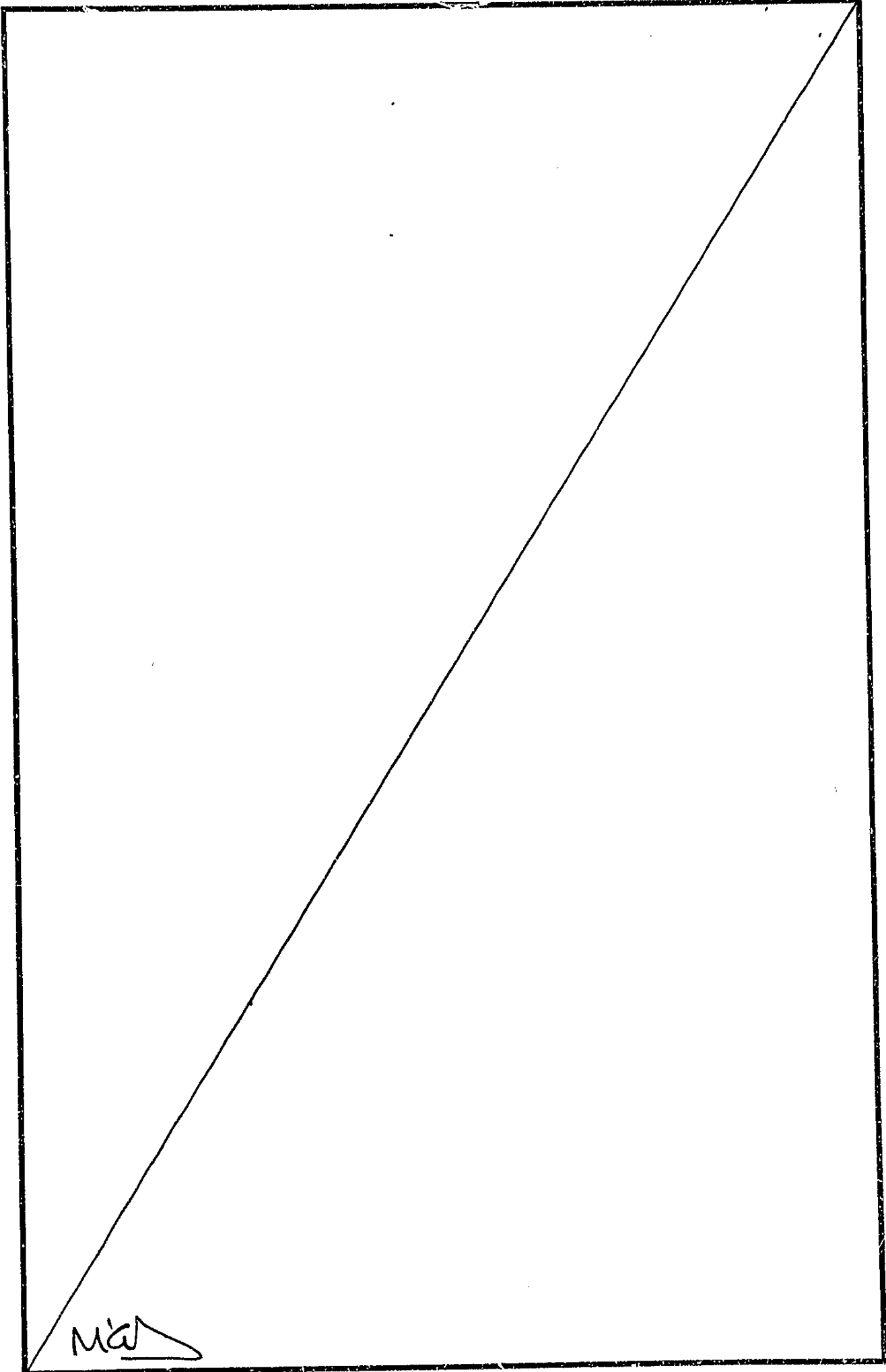
means the Original Trustee and all other of the trustees or trustee for the time being or from time to time of the Trust Deed.



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



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prejudice to the generality of the foregoing) such rights  
as are SECONDLY described above.

- FOURTHLY: (i) All the Company's interests in stocks, shares and other interests including (without prejudice to the generality of the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing both present and future in (and from) any company which now is or may hereafter become the Company's Subsidiary (as hereinafter defined); and
- (ii) all the Company's rights in respect of or incidental to the premises described above (the premises (i) and (ii) FOURTHLY charged under this paragraph being hereinafter called "the Securities"); and
- (iii) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith (all of which premises (i) to (iii) FOURTHLY charged under this paragraph are hereinafter called "Interests in Securities").

FIFTHLY: The Company's goodwill and uncalled capital both present and future.

SIXTHLY: The Company's undertaking and all of its property and assets both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the premises FIRSTLY, SECONDLY, THIRDLY, FOURTHLY and FIFTHLY described above (if and in so far as the charges thereon or on any part of parts thereof contained in the Charge Document shall for any reason be ineffective as fixed charges).

The charges created by the Charge Document shall as regards the premises FIRSTLY, SECONDLY, THIRDLY, FOURTHLY and FIFTHLY described above (and subject to the provisions of any deed of priorities executed as mentioned within the Charge Document) be fixed charges (and as regards all those parts of the premises FIRSTLY described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the premises SIXTHLY described shall be a floating charge.

For the purposes of this Form the following definition shall apply:-

"Subsidiary"

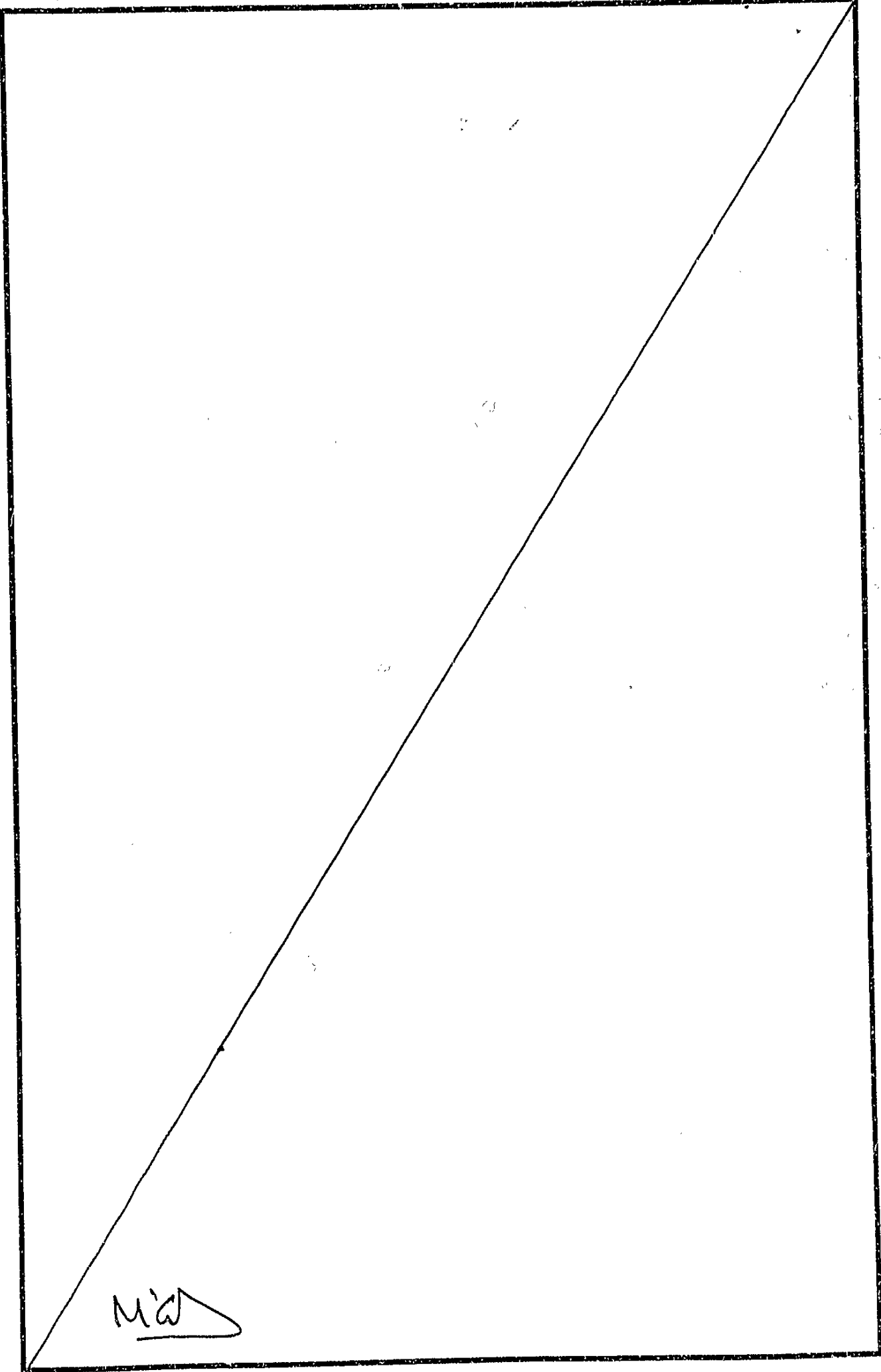
has the meaning ascribed to it by Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989;

The Charge Document also contains provisions to the following effect:-  
the Company shall not without the consent in writing of the Trustee:-  
(SEE CONTINUATION SHEET 2)

Page 4

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- (i) sell, assign, discount, factor, charge or otherwise transfer or dispose of the premises FIRSTLY, SECONDLY or THIRDLY described in Clause 6 of the Charge Document or any part thereof save in accordance with the provisions of the Trust Deed or as permitted by or pursuant to the Subscription Agreement (as hereinafter defined) or deal with the same in any way otherwise than in accordance with the Trust Deed or as permitted by or pursuant to the Subscription Agreement (as hereinafter defined); or
- (ii) (subject as provided by Clause 8 of the Charge Document) create or allow to subsist any specific or other mortgage, debenture or charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the premises charged by the Charge Document or any part thereof ranking either in priority to or pari passu with any charge created by the Charge Document; or
- (iii) transfer, sell or otherwise dispose of the whole or any part of its undertaking, property or assets which is material in the context of the Group (as hereinafter defined) taken as a whole except by way of sale at full value in the usual course of business from time to time.

For the purposes of this Form the following definitions shall apply:-

- "the Group" means the Company, any subsidiary of the Company, any holding company and any subsidiary of any holding company of the Company;
- "the Subscription Agreement" means the Agreement dated 3rd August 1990 among William Fitch and others, the Company and Murray Ventures PLC and other investors relating (inter alia) to the subscription by the Investors therein mentioned for the amount of Stock as therein referred to and any other agreement supplemental thereto executed by the parties to the Subscription Agreement or other persons deemed to be or who otherwise become added as parties to the Subscription Agreement by virtue of execution of a deed of adherence in terms of Part VI of the Schedule to the Subscription Agreement;

Clause 23 of the Charge Document also contains provisions to the following effect:

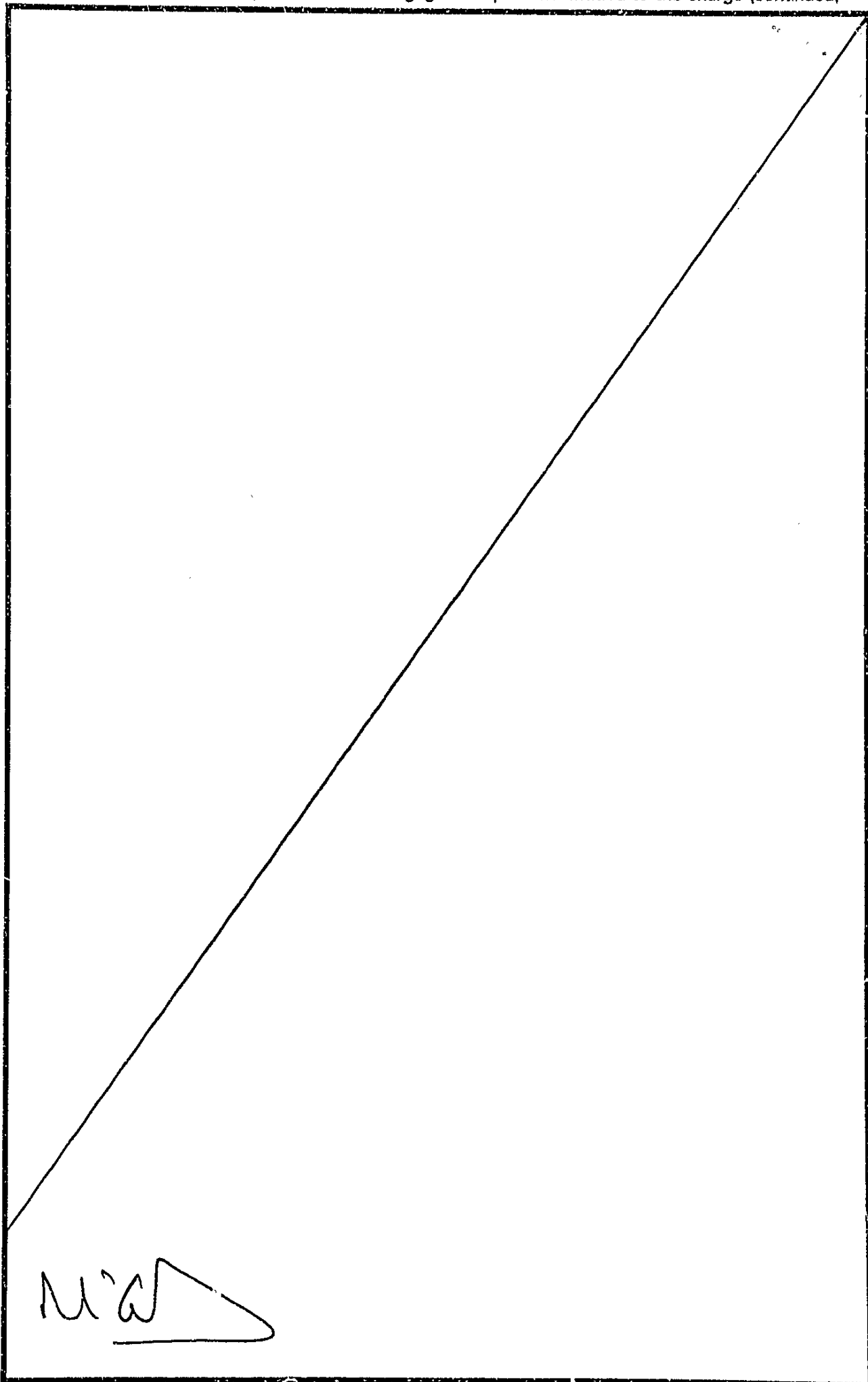


(SEE CONTINUATION SHEET 3)

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



NA

The Company and each of the said Placeclean Limited and the French Company covenants with the Trustee that it will, and the Company undertakes to the Trustee that it will cause each Subsidiary of the Company to, at all times during the continuance of the security constituted by the Trust Deed (unless with the prior consent of the Trustee signified in writing which consent at any time prior to the occurrence of an Event of Default (as hereinafter defined) shall not be unreasonably withheld or delayed) inter alia:

- (12) not (other than in the ordinary course of its business from time to time) sell, licence, transfer, or otherwise, dispose of its business, assets or undertaking or any part thereof whether by one or a series of transactions related or not;
- (34) not create or have outstanding any encumbrances on, over or with respect to all or any of its present or future assets, except for:
- (a) the encumbrances created by or pursuant to the Trust Deed or contemplated or permitted by the Subscription Agreement or permitted by the French Security Deeds;
  - (b) one arising solely by operation of law (or by an agreement to the same effect) and in the ordinary course of trade;
  - (c) in the case of any asset acquired by it any encumbrances existing on, over or with respect to such asset at the time of its acquisition and not created in contemplation of or in connection with that acquisition of such asset; however, any such encumbrances must be fully released and discharged within 2 months after the date of such acquisition; and
  - (d) in the case of a company becoming a member of the Group after the date of the Charge Document, any encumbrances existing on, over or with respect to the assets of such company when it becomes a member of the Group and not created in contemplation of or in connection with it becoming a member of the Group; however, any such encumbrances must be fully released and discharged within 2 months after the date on which such company becomes a member of the Group.

For the purposes of this Form, the following definition shall apply:

"Event of Default"

means the occurrence of any of the events specified in Clause 12 of the Charge Document.

*M.A.*



## 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 3rd AUGUST 1990 and created by FULLCHANCE LIMITED now known as SOCK SHOP HOLDINGS 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 MURRAY JOHNSTONE LIMITED as Trustee under the terms of this Charge

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 23rd AUGUST 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 30th AUGUST 1990

No. 2499732

*P. Jones*  
P. JONES

an authorised officer

Certificate and instrument received by

*Post*.....

Date *30/8 JK*.....

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COMPANIES FORM No. 395

**395****Particulars of a mortgage or charge**Please do not  
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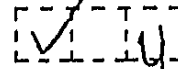
Pursuant to section 395 of the Companies Act 1985

M 25

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To the Registrar of Companies

For official use Company number



2499732

Name of company

\* SOCK SHOP HOLDINGS LIMITED ("the Company")

\*Insert full name  
of company

Date of creation of the charge

30th May 1991 ("the Effective Date")

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

Debenture made between the Company and the Bank (as hereinafter defined)  
("the Debenture")

Amount secured by the mortgage or charge

All moneys and liabilities which shall for the time being (and whether on or at any time after demand in writing made to the Company) be due owing or incurred in whatsoever manner to the Bank (as hereinafter defined) by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank (as hereinafter defined) shall have been an original party to the relevant transaction and including interest discount commission and other lawful charges or expenses which the Bank (as hereinafter defined) may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account and so that interest shall be computed and compounded according to the usual mode of the Bank (as hereinafter defined) as well after as before any demand made or judgment obtained under the Debenture. The Debenture also contains the following provisions:-

Continued on Sheet 1....

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

The Governor and Company of the Bank of Scotland whose head office is at  
The Mound, Edinburgh, Scotland ("the Bank")

Postcode EH1 1YZ

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

McGrigor Donald  
Finsbury Chambers  
74/78 Finsbury Pavement  
London EC2A 1AT  
Tel: 071 638 6388  
Ref: RDC/GMF/SO10G025

Time critical reference

For official use  
Mortgage section

Post room

**REGISTERED**

- 7 JUN 1991

11 JUN 1991  
Post

Short particulars of all the property mortgaged or charged

The Company as beneficial owner charges to the Bank with the payment or discharge of all moneys and liabilities covenanted pursuant to the Debenture to be paid or discharged by the Company:-

- (A) By way of legal mortgage all the freehold and leasehold property of the Company on the Effective Date vested in it, whether or not the title thereto is registered at H.M. Land Registry including that which is described in the Schedule to the Debenture together with all buildings and fixtures (including trade and tenant's fixtures) on and after the Effective Date thereon and all plant and machinery on and after the Effective Date annexed thereto for whatever purpose;
- (B) By way of fixed charge all freehold and leasehold property after the Effective Date belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;

Continued on Sheet 1 ....

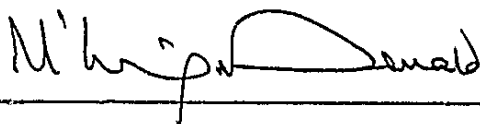
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Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date 7 June 1991

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 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 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 situated 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



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## Particulars of a mortgage or charge (continued)

Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

2499732

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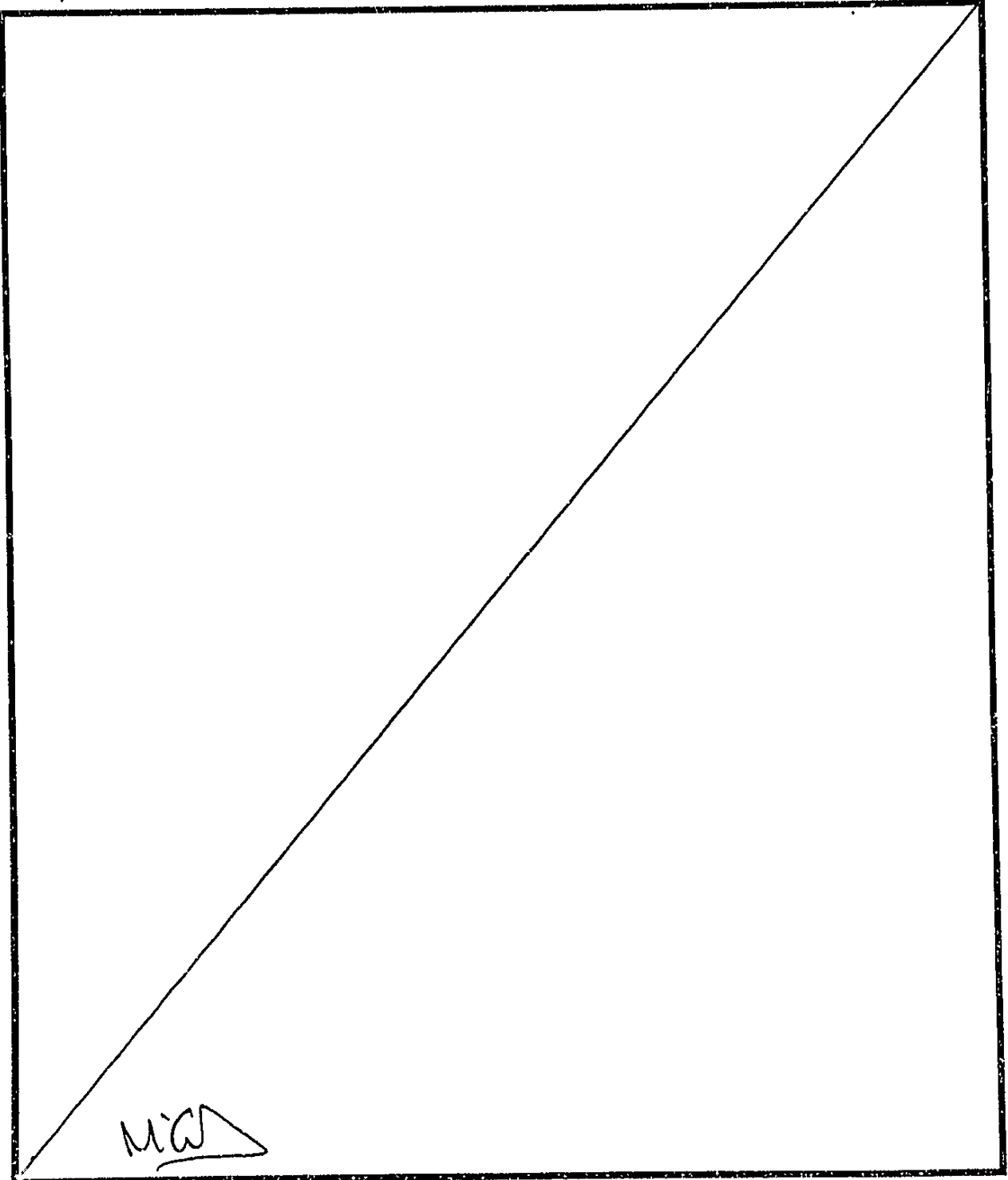
Name of company

SOCK SHOP HOLDINGS LIMITED ("the Company")

~~Limited~~\*

\*Delete if  
inappropriate

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



All costs charges and expenses incurred under the Debenture by the Bank (as hereinafter defined) and all other moneys paid by the Bank (as hereinafter defined) or by the Receiver (as hereinafter defined) in perfecting or otherwise in connection with the security created by the Debenture or in respect of the Assets (as hereinafter defined) including (without prejudice to the generality of the foregoing) all moneys expended by the Bank (as hereinafter defined) under Clauses 6 and 17 of the Debenture and all costs of the Bank (as hereinafter defined) (on a solicitor and own client basis) of all proceedings for the enforcement of the security created by the Debenture or for obtaining payment of moneys secured by the Debenture or arising out of or in connection with the acts authorised by Clause 8 of the Debenture shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly and shall be charged on the Assets (as hereinafter defined).

Note

"Receiver"

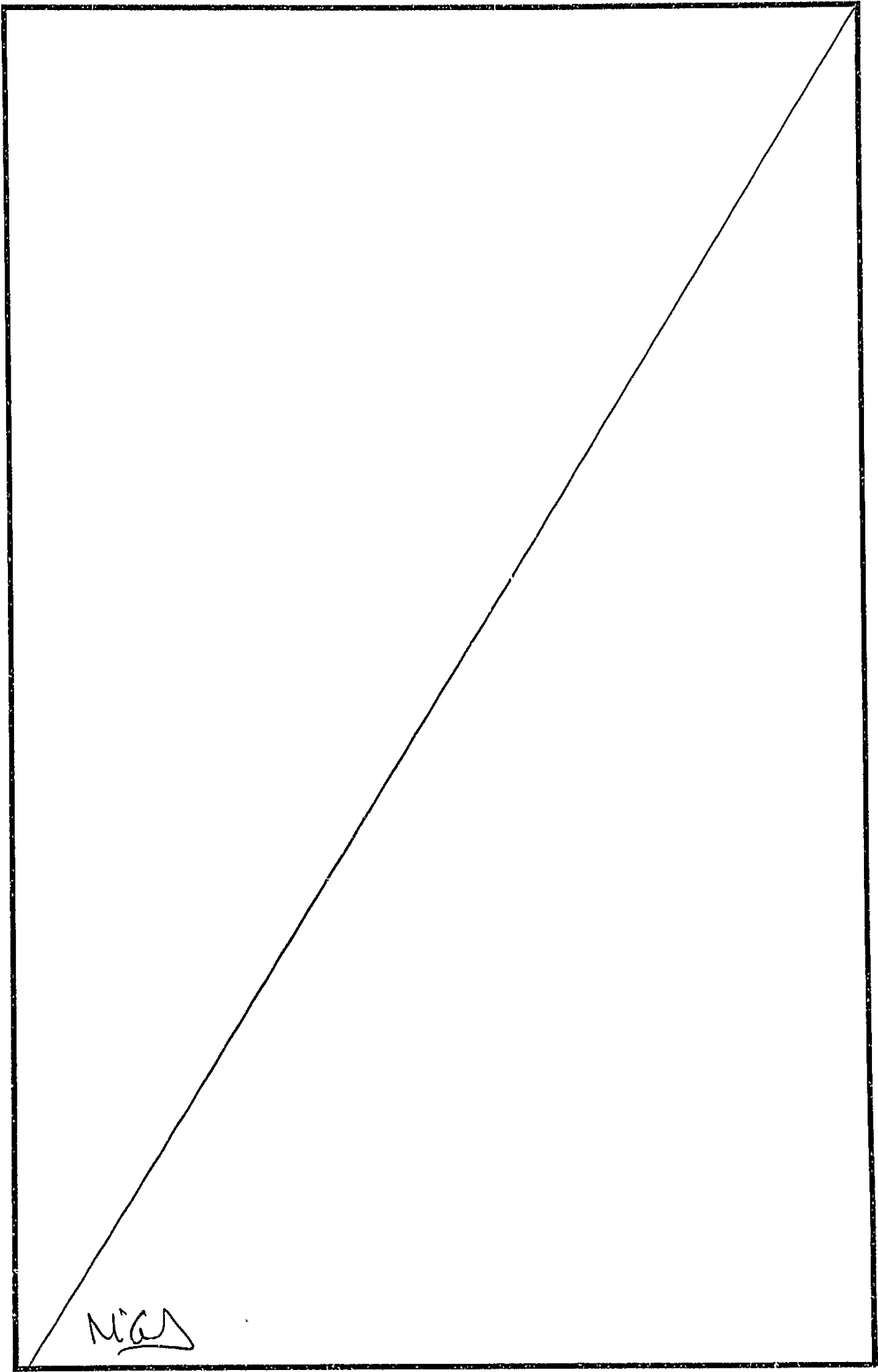
means any administrative receiver or administrative receivers appointed by the Bank (as hereinafter defined) pursuant to Clause 8.1 of the Debenture.

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



N/A

- (C) By way of fixed charge all interests not effectively charged pursuant to paragraphs (A) and (B) inclusive above on or after the Effective Date belonging to the Company in or over land or the proceeds of sale of land all licences on or after the Effective Date held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery on and after the Effective Date annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged under the Debenture;
- (D) By way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- (E) By way of fixed charge all stocks shares and other securities on or after the Effective Date owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance on or after the Effective Date held by or insuring to the benefit of the Company;
- (F) By way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is on the Effective Date or may after the Effective Date become entitled and all agreements under which the Company is on the Effective Date or may become entitled to the payment of any royalty fee or similar income;
- (G) By way of fixed charge all book and other debts of the Company whether on or after the Effective Date existing and whether payable on the Effective Date or after the Effective Date falling due for payment and all rights and claims of the Company against third parties on or after the Effective Date existing and capable of being satisfied by the payment of money (save as charged under paragraph (E) above);
- (H) By way of floating charge all the Assets (as hereinafter defined) whatsoever and wheresoever not effectively charged by way of fixed charge pursuant to paragraphs (A) to (G) inclusive above including (without limitation) any immovable property of the Company situate in Scotland and any Assets (as hereinafter defined) falling within any of the types mentioned in paragraphs (C) to (G) inclusive above situate in Scotland.

NOTES

- 1) Clause 3.1.8 of the Debenture provides inter alia that the Company shall not be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such Assets (as are referred to in paragraph (H) above) either in priority to or pari passu with the floating charge created by the Debenture and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such Assets (as referred to in paragraph (H) above) except by way of sale in the ordinary course of its business.

Continued on Sheet 2

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# Particulars of a mortgage or charge (continued)

Continuation sheet No. 2  
to Forms Nos 395 and 410 (Scot)

Company number

2499732

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Name of company

SOCK SHOP HOLDINGS LIMITED ("the Company")

-Limited\*

\*Delete if  
inappropriate

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

*M&S*

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

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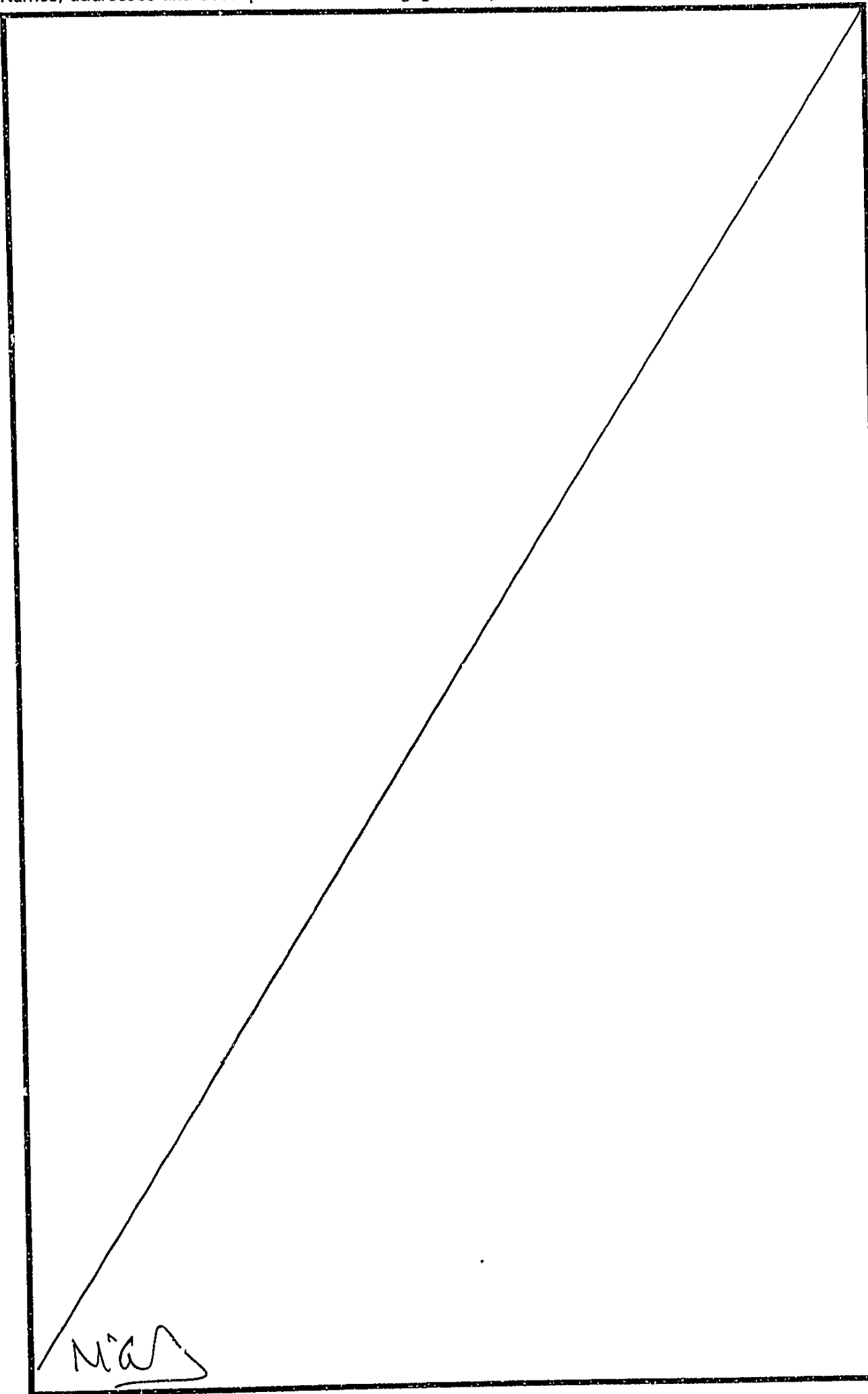
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)



N/A

Short particulars of all the property mortgaged or charged (continued)

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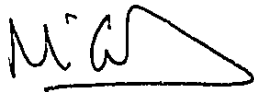
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- (2) Clause 3.3 of the Debenture provides inter alia that the Company shall not without the previous written consent of the Bank create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other Asset (as hereinafter defined) subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein.
- (3) Clause 11 of the Debenture provides inter alia that during the continuance of the Debenture:-
- (a) no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the freehold and leasehold property charged pursuant to the Debenture or any part thereof shall be capable of being exercised by the Company without the previous written consent of the Bank;
  - (b) the Company shall not be entitled to part with possession (otherwise than on the determination of any lease tenancy or licence) of any property charged pursuant to the Debenture or to share the occupation thereof with any other person or persons or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property charged pursuant to the Debenture without the previous written consent of the Bank.

In this Form 395 the following expressions shall have the following meanings:-

"Assets" means all the undertaking, property and assets of the Company whatsoever and wheresoever present and future;

"the Bank" includes persons deriving title under the Bank.



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**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 30th MAY 1991  
and created by SOCK SHOP HOLDINGS LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to THE GOVERNOR AND COMPANY OF THE  
BANK OF SCOTLAND

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 7th JUNE 1991

Given under my hand at the Companies Registration Office,  
Cardiff the 13th JUNE 1991

No. 2499732

A handwritten signature in cursive script, reading 'P. T. Davies'.

P. T. DAVIES

an authorised officer

C.69a

past  
BM  
13/6.



COMPANIES FORM No. 395

395

# Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

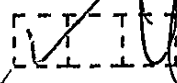
\*Insert full name  
of company

MIS

To the Registrar of Companies

For official use

Company number



2499732

Name of company

\* SOCK SHOP HOLDINGS LIMITED

Date of creation of the charge

16 AUGUST 1991

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

RENT DEPOSIT DEED

Amount secured by the mortgage or charge

The Security Deposit as defined in the Rent Deposit Deed ("the Deed") dated 16 August 1991 between MEPC Mayfair Properties Limited (1) and Sock Shop Holdings Limited (2) which shall initially be equal to one half of the annual amount of the total yearly rent first reserved by a lease ("the Lease") dated 16 August 1991 between MEPC Mayfair Properties Limited (1) and Sock Shop Holdings Limited (2) and from time to time payable under the Lease consequent upon rent reviews (including any interest earned thereon) as a continuing security for due and prompt performance of the covenants and the warranty on the part of the Company contained in the Lease or in the Deed.

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

MEPC Mayfair Properties Limited whose registered office is at

12 St James's Square, London

Postcode SW1Y 4LB

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

Clifford Chance  
Blackfriars House  
19 New Bridge Street  
London EC4V 6BY  
Ref: DJR/M602/1867/AMB

For official use  
Mortgage section

Post room

REGISTERED

103 SEP 1991



Time critical reference

- 4 SEP 1991

Short particulars of all the property mortgaged or charged

The Security Deposit held in the name of the Company

The Company's interest in the Security Deposit being £14,250 a sum equivalent to half of the initial yearly rent reserved by the Lease.

Please do not  
write 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)

NOT APPLICABLE

Signed

*Clifford Chance*

Date

*2.9.91*

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

Companies M395



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Rent Deposit Deed dated 16th AUGUST 1991 and created by SOCK SHOP HOLDINGS LIMITED for securing the due and prompt performance of the covenants and warranty on the part of the company and in favour of MEPC MAYFAIR PROPERTIES LIMITED as contained in the lease or in the Deed was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 3rd September 1991.

Given under my hand at the Companies Registration Office,  
Cardiff the 6th September 1991.

No. 2499732

  
an authorised officer

C.69d(Rev)

LC. JE  
9.9.91

# M

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

To the Registrar of Companies

For official use

Company number

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



2499732

Name of company

\* SOCK SHOP HOLDINGS LIMITED

\* Insert full name  
of company

Date of creation of the charge

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

DEED OF RENTAL DEPOSIT DATED 23RD OCTOBER 1991 BETWEEN ASTREA  
PROPERTIES BV and SOCK SHOP HOLDINGS LIMITED

Amount secured by the mortgage or charge

Charge secures the payment and discharge of the tenant's obligations  
to pay the rents reserved by and to perform and observe the covenants  
and conditions on the tenant's part contained in a Lease dated 23rd  
July 1982 and made between Bewlay Properties Limited (1) Benetton  
(U.K.) Ltd (2) Together with any loss incurred by the Landlord  
occasioned in and incidental to and consequent upon forfeiture of the  
Lease

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

ASTREA PROPERTIES BV  
c/o Skandia House, 23 College Hill,  
London

Postcode

EC4R 2SE

128 OCT 1991

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

Stephenson Harwood  
One St. Paul's Churchyard  
London EC4M 8SH

(Ref: 60/136)

For official Use  
Mortgage Section

REGISTERED

25 OCT 1991

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

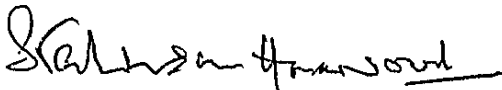
The sum of Twenty Five Thousand Pounds (£25,000.00) in a specifically designated deposit account in the name of Astrea Properties BV together with any other sums paid into the account pursuant to the terms of the said Deed of Rental Deposit and any interest credited to the account and which has not been released to the Chargor

Please do not  
write 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)

Signed



Date

24th October 1991

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.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Deed of Rental Deposit dated 23rd OCTOBER 1991 and created by SOCK SHOP HOLDINGS LIMITED for securing all moneys due or to become due from the Company to ASTREA PROPERTIES BV under the terms of a Lease dated 23rd JULY 1982 was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 25th OCTOBER 1991.

Given under my hand at the Companies Registration Office,  
Cardiff the 30th OCTOBER 1991.

No. 2499732

an authorised officer

C.69d(Rev)

LC  
Bm  
30/10



COMPANIES FORM No. 395

## Particulars of a 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\* Insert full name  
of companyTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

[1016]

2499732

Name of company

SOCK SHOP HOLDINGS LTD.  
"THE MORTGAGOR"

Date of creation of the charge

31 MARCH 1993

Description of the instrument (if any) creating or evidencing the charge (note 7)

A credit agreement entitled "PROMPT Credit Application" dated 31/3/93 between the  
Mortgagor and Close Brothers Limited (the "Mortgagee") (the "PROMPT Agreement").

Amount secured by the charge

£78218.00, being the total amount payable (inclusive of credit charge)  
by the Mortgagor to the Mortgagee pursuant to the terms of the PROMPT Agreement.

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

Close Brothers Limited (PROMPT)		
36 Great St. Helen's		
London	Postcode	EC3A 6AP

Presentor's name address and  
reference (if any):PROMPT Department  
Close Brothers LimitedFor official Use  
Mortgage Section

REGISTERED

14 APR 1993

Post room

COMPANIES

14 APR 1993

M

Time critical reference

Continuation sheet 11111

Short Particulars of all the property mortgaged or charged

Company House Reg. No. : 2499732

Close Brothers Ref:214496

Client Name : Sock Shop Holdings Ltd

Type	Insurers	Policy No.	Period	Premium
FIDGUAK	GPE		28-FEB-93	1,550.00
COMP	NV		28-FEB-93	1,998.44
CC	LC		28-FEB-93	25,000.00
MF	JOM		28-FEB-93	14,368.58
CC	L&G		28-FEB-93	28,850.00
MART	LC		28-FEB-93	3,511.00



**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 31st MARCH 1993  
and created by SOCK SHOP HOLDINGS LIMITED

for securing £78,218.00 due from the Company to CLOSE BROTHERS LIMITED  
under the terms of THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 14th APRIL 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 19th APRIL 1993

No. 2499732

POST 19/4/93

A handwritten signature in dark ink, appearing to read 'J. M. Evans'.

J. M. EVANS

an authorised officer

C.69

**Particulars of a mortgage or charge**

Please do not  
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Pursuant to section 395 of the Companies Act 1985

Please complete  
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\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

159  
[159]

2499732

Name of company

\* SOCK SHOP HOLDINGS LIMITED (the "MORTGAGOR")

Date of creation of the charge

30 DECEMBER 1993 (the "relevant date")

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

DEBENTURE CONSTITUTING FIXED AND FLOATING CHARGES (the "DEBENTURE")

Amount secured by the mortgage or charge

See attached Schedule 1 of Amount Secured by the Debenture

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

MURRAY JOHNSTONE LIMITED, 7 West Nile Street, Glasgow, for itself and as trustee for any person(s) to whom the Indebtedness or any part thereof is validly assigned or transferred from time to time (the "Mortgagee")

Postcode G1 2PX

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

McGrigor Donald  
63 Queen Victoria Street  
London EC4N 4ST

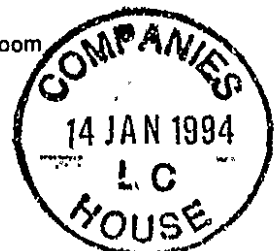
REF: RMG/PRD/NSB/SO100512

For official use  
Mortgage section

REGISTERED

14 JAN 1994

Post room



Time critical reference

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See attached Schedules of Property Charged and of Restrictions

Please complete  
legibly, preferably  
in black type or  
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lettering

Particulars as to commission allowance or discount (note 3)

NONE

Signed

*McGinnis Donald*

Date

*13/1/94*

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

## SCHEDULE 1

### SCHEDULE OF AMOUNT SECURED BY THE DEBENTURE (the "Indebtedness")

All obligations, covenants, undertakings and agreements and all monies and liabilities whatsoever which were at the relevant date, now are or which may be or become due, owing or payable in any currency by the Mortgagor pursuant to the terms of a Trust Deed made between the Mortgagor and Murray Johnstone Limited dated 30th December 1993, including all amounts which may become payable or for which the Mortgagor may become liable under the Debenture and also all losses and damages that may be sustained, suffered or incurred by the Mortgagee arising out of or in connection with any act, matter or thing done or omitted to be done by the Mortgagor under the Debenture and also interest on the foregoing to the date of payment at the Default Rate (the "Indebtedness").

For the purposes of this Form (including the Schedules hereto):

"Default Rate" means the rate per annum of twelve and a half (12½) per cent

SCHEDULE OF PROPERTY CHARGED

- (a) by way of legal mortgage all Freehold and Leasehold Property (as hereinafter defined) vested in the Mortgagor at the relevant date;
- (b) by way of fixed charge:
  - (i) any Freehold and Leasehold Property beneficially owned by, but not vested in, the Mortgagor at the relevant date;
  - (ii) all Freehold and Leasehold Property acquired by the Mortgagor after the relevant date;
  - (iii) all goodwill and uncalled capital of the Mortgagor at the relevant date and thereafter;
  - (iv) all Intellectual Property Rights (as hereinafter defined) of the Mortgagor together with all fees, royalties, and other rights derived from or incidental to such Intellectual Property Rights at the relevant date and thereafter;
  - (v) all book debts and other debts (including rents) and all moneys and liabilities whatsoever due, owing or payable to the Mortgagor at the relevant date or thereafter (including the benefit of any judgment or order to pay a sum of money) and the benefit of any Security Interests (as hereinafter defined) and securities held by the Mortgagor in respect of any such debts or moneys and all cash deposits in any account of the Mortgagor with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Mortgagor;
  - (vi) all the right, title and interest of the Mortgagor to and in any proceeds of any insurances at the relevant date or thereafter; and

- (vii) all Investments (as hereinafter defined) and all rights and options of the Mortgagor to acquire and/or receive Investments of the Mortgagor and all rights derived from or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages;
- (c) by way of floating charge all the Mortgagor's undertaking and property, rights and assets at the relevant date and thereafter, whatever and wherever, including (without prejudice to the generality of the foregoing) all property, rights and assets described in points (a) and (b) of this Schedule of Property charged (if and in so far as the charges or mortgages thereon, or on any part or parts thereof, contained in the Debenture shall for any reason be ineffective as fixed charges or mortgages).

#### SCHEDULE OF RESTRICTIONS

##### 1. Restriction against Registered Titles

The Mortgagor may apply to the Chief Land Registrar for the registration against any registered title against which the Debenture may be noted of a restriction that, except under an order of the Registrar, no disposition or dealing by the registered proprietor of the land is to be registered without the consent of the Mortgagee.

##### 2. Undertakings

###### 2.1 The Mortgagor shall not:

- (a) (except for charges and mortgages in favour of the Mortgagee created under or pursuant to the Debenture) create or permit to subsist any Security Interest (as hereinafter defined) on the Charged Assets (as hereinafter defined) save for liens arising by

operation of law which are discharged in the normal course without unnecessary delay;

(b) sell, transfer, lend, lease, licence or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;

(c) (i) except with the Mortgagee's prior written consent, exercise or agree to exercise the statutory or other powers of making leases or of accepting or agreeing to accept surrenders of leases nor grant or agree to grant any licence or right to occupy any of the Property (as hereinafter defined);

(ii) except with the Mortgagee's prior written consent, cancel, surrender, assign or permit to be forfeited any lease or any part of any lease or agree to do so whether such lease is held by the Mortgagor or is superior thereto or is derived out of the Mortgagor's interest therein or sub-let or permit to be cancelled, surrendered, assigned, sub-let or charged the whole or any part of the property comprised in such a lease or agree to do so and, if any of the Property owned by the Mortgagor is tenanted, the Mortgagor shall operate all rent reviews (unless a review is likely to reduce the amount of any rent) and manage such property in a proper and efficient manner but shall not agree the amount of any reviewed rent or grant any licence in respect of such property nor vary or release any covenant contained in any lease or licence affecting such property;

(d) (i) transfer, factor, discount, sell, release, compound, subordinate, defer, or vary the terms of any book or other debts or moneys for the time being due, owing or payable to

the Mortgagor, nor otherwise deal with them except by getting in and realising them in the usual course of business and shall collect and pay (or if the Mortgagee shall so require) instruct all customers and debtors to pay direct into the Mortgagor's specified account with the Bank of Scotland (the "Specified Account") all moneys which it may receive or which may be paid by customers and debtors in respect of such debts; and

(ii) except with the consent of the Mortgagee, make any withdrawals from the Specified Account or otherwise deal with the Specified Account;

(e) make any material change to the nature of its business.

For the purposes of this Form (including the Schedules hereto):

"Freehold and Leasehold Property" includes all estates, rights and interest in all freehold and leasehold property and all buildings, structures, fixtures (including trade fixtures), fittings, and all fixed plant machinery and equipment for the time being on any of it;

"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property or monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for them);

"Security Interest"

means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off, guarantee, title transfer or retention arrangement or agreement, or any security interest whatsoever howsoever created or arising (including, without limitation, any "hold-back" or "flawed asset" arrangement);

"Investments"

means shares, stocks, options, debentures, bonds, warrants, certificates and other securities including uncertificated securities held or beneficially owned by the Mortgagor at the relevant date or any time thereafter or any interest therein;

"Charged Assets"

means the property, assets, undertaking and rights comprised in, or subject to, the Security Interests, contained or created by or pursuant to, the Debenture (and references to the Charged Assets include references to any part of them);

"Property"

means all Freehold and Leasehold Property referred to in paragraphs (a) or (b) of the Schedule of Property Charged above.

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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. 02499732

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th DECEMBER 1993 AND CREATED BY SOCK SHOP HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MURRAY JOHNSTONE LIMITED PURSUANT TO THE TERMS OF A TRUST DEED DATED 30th DECEMBER 1993 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th JANUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JANUARY 1994.

  
D. JENKINS

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

Dx 19/1

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

M8

Please do not  
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To the Registrar of Companies

For official use Company number

Please complete  
legibly, preferably  
in black type or  
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Name of company

[ 810 ]

2499732

\*Insert full name  
of company

\* SOCK SHOP HOLDINGS LIMITED (the "MORTGAGOR")

Date of creation of the charge

31st MARCH 1994 (the "relevant date")

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

DEBENTURE CONSTITUTING FIXED AND FLOATING CHARGES  
(the "DEBENTURE")

Amount secured by the mortgage or charge

SEE ATTACHED SCHEDULE 1 OF AMOUNT SECURED BY THE  
DEBENTURE

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

MURRAY JOHNSTONE LIMITED, 7 West Nile Street, Glasgow, for itself and as a  
trustee for any person(s) to whom the indebtedness or any part thereof is  
validly assigned or transferred from time to time (the "MORTGAGEE")

Postcode

G1 2PX

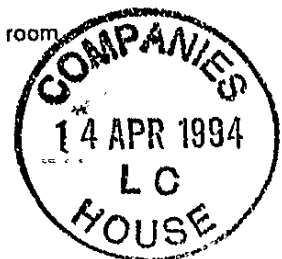
15 APR 1994

Prescriitor's name, address and  
reference (if any):McGrigor Donald  
63 Queen Victoria Street  
London  
EC4N 4STFor official use  
Mortgage section

REGISTERED

14 APR 1994

Post room



Please do not  
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SEE ATTACHED SCHEDULES OF PROPERTY CHARGED AND OF  
RESTRICTIONS

Please complete  
legibly, preferably  
in black type or  
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lettering

Particulars as to commission allowance or discount (note 3)

NONE

Signed *McCracken Donald*

Date *14/4/94*

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.

SCHEDULE 1

SCHEDULE OF AMOUNT SECURED BY THE DEBENTURE

(the "Indebtedness")

All obligations, covenants, undertakings and agreements and all monies and liabilities whatsoever which were at the relevant date, now are or which may be or become due, owing or payable, in any currency by the Mortgagor pursuant to the terms of a Trust Deed made between the Mortgagor and Murray Johnstone Limited dated 31st March 1994 or otherwise, including all amounts which may become payable or for which the Mortgagor may become liable under the Debenture and also all losses and damages that may be sustained, suffered or incurred by the Mortgagee arising out or in connection with any act, matter or thing done or omitted to be done by the Mortgagor under the Debenture and also interest on the foregoing to the date of payment at the Default Rate (as hereinafter defined) (the "Indebtedness").

For the purposes of this Form (including the Schedules hereto):

"Default Rate: means the rate per annum of twelve and a half per cent (12.5%).

### SCHEDULE OF PROPERTY CHARGED

As security for the payment and discharge of the Indebtedness the Mortgagor charged to the Mortgagee in terms of the Debenture:-

- (a) by way of legal mortgage all Freehold and Leasehold Property (as hereinafter defined) vested in the Mortgagor at the relevant date;
- (b) by way of fixed charge:
  - (i) any Freehold and Leasehold Property beneficially owned by, but not vested in, the Mortgagor at the relevant date;
  - (ii) all Freehold and Leasehold Property acquired by the Mortgagor after the relevant date;
  - (iii) all goodwill and uncalled capital of the Mortgagor at the relevant date and thereafter;
  - (iv) all Intellectual Property Rights (as hereinafter defined) of the Mortgagor together with all fees, royalties, and other rights derived from or incidental to such Intellectual Property Rights at the relevant date and thereafter;
  - (v) all book debts and other debts (including rents) and all moneys and liabilities whatsoever due, owing or payable to the Mortgagor at the relevant date or thereafter (including the benefit of any judgment or order to pay a sum of money) and the benefit of any Security Interests (as hereinafter defined) and securities held by the Mortgagor in respect of any such debts or moneys and all cash deposits in any account of the Mortgagor with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Mortgagor;

- (vi) all the right, title and interest of the Mortgagor to and in any proceeds of any insurances at the relevant date or thereafter; and
  - (vii) all Investments (as hereinafter defined) and all rights and options of the Mortgagor to acquire and/or receive Investments of the Mortgagor and all rights derived from or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages;
- (c) by way of floating charge all the Mortgagor's undertaking and property, rights and assets at the relevant date and thereafter, whatever and wherever, including (without prejudice to the generality of the foregoing) all property, rights and assets described in points (a) and (b) of this Schedule of Property Charged (if and in so far as the charges or mortgages thereon, or on any part or parts thereof, contained in the Debenture shall for any reason be ineffective as fixed charges or mortgages).

#### SCHEDULE OF RESTRICTIONS

##### 1. Restriction against Registered Titles

The Mortgagor may apply to the Chief Land Registrar for the registration against any registered title against which the Debenture may be noted of a restriction that, except under an order of the Registrar, no disposition or dealing by the registered proprietor of the land is to be registered without the consent of the Mortgagee.

##### 2. Undertakings

###### 2.1 The Mortgagor shall not:

- (a) (except for charges and mortgages in favour of the Mortgagee created under or pursuant to the Debenture) create or permit to subsist any Security Interest (as hereinafter defined) on the Charged Assets (as hereinafter defined) save for liens arising by operation of law which are discharged in the normal course without unnecessary delay;
- (b) sell, transfer, lend, lease, licence or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;
- (c)
  - (i) except with the Mortgagee's prior written consent, exercise or agree to exercise the statutory or other powers of making leases or of accepting or agreeing to accept surrenders of leases nor grant or agree to grant any licence or right to occupy any of the Property (as hereinafter defined);
  - (ii) except with the Mortgagee's prior written consent, cancel, surrender, assign or permit to be forfeited any lease or any part of any lease or agree to do so whether such lease is held by the Mortgagor or is superior thereto or is derived out of the Mortgagor's interest therein or sub-let or permit to be cancelled, surrendered, assigned, sub-let or charged the whole or any part of the property comprised in such a lease or agree to do so and, if any of the Property owned by the Mortgagor is tenanted, the Mortgagor shall operate all rent reviews (unless a review is likely to reduce the amount of any rent) and manage such property in a proper and efficient manner but shall not agree the amount of any reviewed rent or grant any licence in respect

of such property nor vary or release any covenant contained in any lease or licence affecting such property;

- (d) (i) transfer, factor, discount, sell, release, compound, subordinate, defer, or vary the terms of any book or other debts or moneys for the time being due, owing or payable to the Mortgagor, nor otherwise deal with them except by getting in and realising them in the usual course of business and shall collect and pay (or if the Mortgagee shall so require) instruct all customers and debtors to pay direct into the Mortgagor's specified account with the Bank of Scotland (the "Specified Account") all moneys which it may receive or which may be paid by customers and debtors in respect of such debts; and
- (ii) except with the consent of the Mortgagee, make any withdrawals from the Specified Account or otherwise deal with the Specified Account;
- (e) make any material change to the nature of its business.

For the purposes of this Form (including the Schedules hereto):

"Freehold and Leasehold Property" includes all estates, rights and interest in all freehold and leasehold property and all buildings, structures, fixtures (including trade fixtures), fittings, and all fixed plant machinery and equipment for the time being on any of it;

"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, designs, business

names, topographical or similar rights, copyrights and other intellectual property or monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for them);

"Security Interest"

means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off, guarantee, title transfer or retention arrangement or agreement, or any security interest whatsoever howsoever created or arising (including, without limitation, any "hold-back" or "flawed asset" arrangement);

"Investments"

means shares, stocks, options, debentures, bonds, warrants, certificates and other securities including uncertificated securities held or beneficially owned by the Mortgagor at the relevant date or any time thereafter or any interest therein;

"Charged Assets"

means the property, assets, undertaking and rights comprised in, or subject to, the Security Interests, contained or created by or pursuant to, the Debenture (and references to the Charged Assets include references to any part of them);

"Property"

means all Freehold and Leasehold Property referred to in paragraphs (a) or (b) of the Schedule of Property Charged above.

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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. 02499732

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st MARCH 1994 AND CREATED BY SOCK SHOP HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MURRAY JOHNSTONE LIMITED FOR ITSELF AND AS A TRUSTEE FOR ANY PERSON(S) TO WHOM THE INDEBTEDNESS OR ANY PART THEREOF IS ASSIGNED OR TRANSFERRED FROM TIME TO TIME UNDER THE TERMS OF THE TRUST DEED DATED 31 MARCH 1994 AND THIS DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th APRIL 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 1994.

A handwritten signature in dark ink, appearing to read 'J. M. Evans'.

J. M. EVANS

for the Registrar of Companies

*Dx  
19.4.94  
01.*



**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

✓ U9

2499732

Name of company

\* SOCK SHOP HOLDINGS LIMITED ("the Mortgagor")

Date of creation of the charge

26th May 1994 (the "relevant date")

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

DEBENTURE CONSTITUTING FIXED AND FLOATING CHARGES (the "Debenture")

Amount secured by the mortgage or charge

See attached Schedule 1 of Amount Secured by the Debenture

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

Murray Johnstone Limited, 7 West Nile Street, Glasgow, for itself and as a  
trustee for any person(s) to whom the Indebtedness or any part thereof is

validly assigned or transferred from

Postcode

G1 2PX

time to time (the "Mortgagee")

113 JUN 1994

Presentor's name, address and  
reference (if any):McGrigor Donald  
63 Queen Victoria Street  
London  
EC4N 4ST

RMG/PRD/JIS/S010G512

For official use  
Mortgage section**REGISTERED**

10 JUN 1994

Post room



\*K0ZN31ZV\*

KLO RECEIPT DATE: 10/06/94

Short particulars of all the property mortgaged or charged

See attached Schedule 2 of property charged and of restrictions

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

NONE

Signed

*M. C. G. Donald*

Date

9.6.94

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

## SCHEDULE 1

### SCHEDULE OF AMOUNT SECURED BY THE DEBENTURE

All obligations, covenants, undertakings and agreements and all monies and liabilities whatsoever which were at the relevant date, now are or which may be or become due, owing or payable, in any currency by the Mortgagor pursuant to the terms of a Trust Deed made between the Mortgagor and Murray Johnstone Limited dated 26th May 1994 or otherwise, including all amounts which may become payable or for which the Mortgagor may become liable under the Debenture and also all losses and damages that may be sustained, suffered or incurred by the Mortgagee arising out or in connection with any act, matter or thing done or omitted to be done by the Mortgagor under the Debenture and also interest on the foregoing to the date of payment at the Default Rate (as hereinafter defined) (the "Indebtedness").

For the purposes of this Form (including the Schedules hereto):

"Default Rate: means the rate per annum of twelve and a half per cent (12.5%).

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## SCHEDULE 2

### SCHEDULE OF PROPERTY CHARGED AND OF RESTRICTIONS

As security for the payment and discharge of the Indebtedness the Mortgagor charged to the Mortgagee in terms of the Debenture:-

- (a) by way of legal mortgage all Freehold and Leasehold Property (as hereinafter defined) vested in the Mortgagor at the relevant date;
- (b) by way of fixed charge:
  - (i) any Freehold and Leasehold Property beneficially owned by, but not vested in, the Mortgagor at the relevant date;
  - (ii) all Freehold and Leasehold Property acquired by the Mortgagor after the relevant date;
  - (iii) all goodwill and uncalled capital of the Mortgagor at the relevant date and thereafter;
  - (iv) all Intellectual Property Rights (as hereinafter defined) of the Mortgagor together with all fees, royalties, and other rights derived from or incidental to such Intellectual Property Rights at the relevant date and thereafter;
  - (v) all book debts and other debts (including rents) and all moneys and liabilities whatsoever due, owing or payable to the Mortgagor at the relevant date or thereafter (including the benefit of any judgment or order to pay a sum of money) and the benefit of any Security Interests (as hereinafter defined) and securities held by the Mortgagor in respect of any such debts or moneys and all cash deposits in any account of the Mortgagor with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Mortgagor;

- (vi) all the right, title and interest of the Mortgagor to and in any proceeds of any insurances at the relevant date or thereafter; and
  - (vii) all Investments (as hereinafter defined) and all rights and options of the Mortgagor to acquire and/or receive Investments of the Mortgagor and all rights derived from or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages;
- (c) by way of floating charge all the Mortgagor's undertaking and property, rights and assets at the relevant date and thereafter, whatever and wherever, including (without prejudice to the generality of the foregoing) all property rights and assets described in points (a) and (b) of this Schedule of Property Charged (if and in so far as the charges or mortgages thereon, or on any part or parts thereof, contained in the Debenture shall for any reason be ineffective as fixed charges or mortgages).

#### SCHEDULE OF RESTRICTIONS

##### 1. Restriction against Registered Titles

The Mortgagor may apply to the Chief Land Registrar for the registration against any registered title against which the Debenture may be noted of a restriction that, except under an order of the Registrar, no disposition or dealing by the registered proprietor of the land is to be registered without the consent of the Mortgagee.

##### 2. Undertakings

###### 2.1 The Mortgagor shall not:

- (a) (except for charges and mortgages in favour of the Mortgagee created under or pursuant to the Debenture) create or permit to subsist any Security Interest (as hereinafter defined) on the Charged Assets (as hereinafter defined) save for liens arising by operation of law which are discharged in the normal course without unnecessary delay;
- (b) sell, transfer, lend, lease, licence or otherwise dispose of its undertaking and other assets or any part of them, except by getting in and realising them in the ordinary and proper course of its business;
- (c)
  - (i) except with the Mortgagee's prior written consent, exercise or agree to exercise the statutory or other powers of
    - making leases or of accepting or agreeing to accept surrenders of leases nor grant or agree to grant any licence or right to occupy any of the Property (as hereinafter defined);
  - (ii) except with the Mortgagee's prior written consent, cancel, surrender, assign or permit to be forfeited any lease or any part of any lease or agree to do so whether such lease is held by the Mortgagor or is superior thereto or is derived out of the Mortgagor's interest therein or sub-let or permit to be cancelled, surrendered, assigned, sub-let or charged the whole or any part of the property comprised in such a lease or agree to do so and, if any of the Property owned by the Mortgagor is tenanted, the Mortgagor shall operate all rent reviews (unless a review is likely to reduce the amount of any rent) and manage such property in a proper and efficient manner but shall not agree the amount of any reviewed rent or grant any licence in respect

of such property nor vary or release any covenant contained in any lease or licence affecting such property;

- (d) (i) transfer, factor, discount, sell, release, compound, subordinate, defer, or vary the terms of any book or other debts or moneys for the time being due, owing or payable to the Mortgagor, nor otherwise deal with them except by getting in and realising them in the usual course of business and shall collect and pay (or if the Mortgagee shall so require) instruct all customers and debtors to pay direct into the Mortgagor's specified account with the Bank of Scotland 't) : "Specified Account") all moneys which it may receive or which may be paid by customers and debtors in respect of such debts; and

- 
- (ii) except with the consent of the Mortgagee, make any withdrawals from the Specified Account or otherwise deal with the Specified Account;

- (e) make any material change to the nature of its business.

For the purposes of this Form (including the Schedules hereto):

"Freehold and Leasehold Property" includes all estates, rights and interest in all freehold and leasehold property and all buildings, structures, fixtures (including trade fixtures), fittings, and all fixed plant machinery and equipment for the time being on any of it;

"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, designs, business

names, topographical or similar rights, copyrights and other intellectual property or monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for them);

"Security Interest"

means any mortgage, charge, pledge, lien, assignment, encumbrance, right of set off, guarantee, title transfer or retention arrangement or agreement, or any security interest whatsoever howsoever created or arising (including, without limitation, any "hold-back" or "flawed asset" arrangement);

"Investments"

means shares, stocks, options, debentures, bonds, warrants, certificates and other securities including uncertificated securities held or beneficially owned by the Mortgagor at the relevant date or any time thereafter or any interest therein;

"Charged Assets"

means the property, assets, undertaking and rights comprised in, or subject to, the Security Interests, contained or created by or pursuant to, the Debenture (and references to the Charged Assets include references to any part of them);

"Property"

means all Freehold and Leasehold Property referred to in paragraphs (a) or (b) of the Schedule of Property Charged above.

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 26th MAY 1994 AND CREATED BY SOCK SHOP HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MURRAY JOHNSTONE LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th JUNE 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JUNE 1994.

  
D. JENKINS

for the Registrar of Companies

