

M

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

Name of company

* ALTERAMBER LIMITED, (the "Company") of 1 Mitchell Lane, Bristol, BS1 6BU

Date of creation of the charge

23 April 1999

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

A debenture (the "Debenture") made by way of deed dated 23 April 1999
and made by the Company in favour of BNY International Limited (the
"Trustee").

Amount secured by the mortgage or charge

See Schedules 1 and 2.

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

BNY INTERNATIONAL LIMITED of Sovereign House, Church Street, Brighton,
BN1 1SS as "Trustee" which expression shall be construed so as to
include its Successor (as defined in Schedule 1) and any Successor of
such a Successor in accordance with its interests.

Postcode

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

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

London 2-310892

Time critical reference

NXJH/RXS/S1406/03583

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

See Schedule 3.

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

Clifford Chance

Date

4 May 1999

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

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

SCHEDULE 1

Definitions

1.1 Definitions

In this Form 395:

"Accession Undertaking" means an undertaking substantially in the form set out in the Intercreditor Agreement to be given to each party thereto by a person acceding thereto that such person shall be bound by the Intercreditor Agreement;

"Acquisition Agreement" means the asset and share purchase agreement dated 1 April 1999 (and as amended on or about 23 April 1999) between (inter alios) the Purchaser and the Vendors together with the operative documents made in relation thereto and all schedules, exhibits and attachments to such agreement (including without limitation, the tax deed);

"Acquisition Documents" means the Acquisition Agreement and all documents executed pursuant thereto or in connection therewith at the time the Acquisition Agreement was signed or on or before the Closing Date in the form attached to or agreed for the purposes of the Acquisition Agreement and such other documents (if any) relating to the transactions contemplated in such agreements and identified by the Agents and the Parent in writing as an "Acquisition Document";

"Additional Borrower" means any company which is a wholly owned subsidiary of the Parent and becomes an additional borrower under the relevant Facility Agreement following a request from the Parent and the delivery by the Parent to the relevant Agent of, *inter alia*, a Borrower Accession Memorandum duly executed by the Parent and such subsidiary in accordance with the relevant Facility Agreement;

"Additional Guarantor" means any company which is a material subsidiary of the Parent and has become an additional guarantor under the relevant Facility Agreement following a request from the Parent and the delivery by the Parent to the relevant Agent of, *inter alia*, a Guarantor Accession Memorandum duly executed by the Parent and such subsidiary in accordance with the relevant Facility Agreement;

"Additional Mezzanine Guarantor" means any company which is a material subsidiary of the Parent and has become an additional mezzanine guarantor under the Mezzanine Credit Agreement following a request from the Parent and the delivery by the Parent to the Mezzanine Agent of, *inter alia*, a Guarantor Accession Memorandum duly executed by the Parent and such subsidiary in accordance with the Mezzanine Credit Agreement;

"Additional Senior Guarantor" means any company which is a material subsidiary of the Parent and has become an additional senior guarantor under the Senior Credit Agreement following a request from the Parent and the delivery by the Parent to the Senior Agent of, *inter alia*, a Guarantor Accession Memorandum duly executed by the Parent and such subsidiary in accordance with the Senior Credit Agreement;

"Agents" means the Senior Agent, the Mezzanine Agent and each Transferee of any of the Agents;

"Ancillary Liabilities" in relation to any of the Liabilities means:

- (a) any refinancing, novation (not being a transfer permitted by the Senior Facility Documents or the Mezzanine Facility Documents), refunding, deferral or extension of any of those liabilities;
- (b) any further advance which may be made under any agreement supplemental to any relevant facilities agreement plus all interest, fees and costs in connection therewith;
- (c) any claim for damages or restitution in the event of rescission of any such liabilities or otherwise in connection with any relevant facilities agreement;
- (d) any claim against any Obligor flowing from any recovery by an Obligor of a payment or discharge in respect of those liabilities on the grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

"Arena UK" means Arena Distribution (UK) Limited, a limited liability company incorporated in England and Wales under registered number 03593031;

"Articles" means the memorandum and articles of association of the Parent from time to time;

"Austrian Collection Account" means the Austrian Schilling account numbered 3639945/0900 held by UEL with Volksbank;

"Banks" means Bank of New York and Citibank, N.A.;

"BBF Bank" means The Bank of New York or such other financial institution as is approved by the Parent, the Senior Agent and the Banks (each such approval not to be unreasonably withheld or delayed) and, by not less than 10 Business Days notice, notified by the Senior Agent to the Banks;

"BBF Borrower" means the Parent but, in respect of the BBF Overdraft Deutschmark Account only, means Umbro Germany;

"BBF Facility" means a six year committed borrowing base facility to provide overdraft, letters of credit and other ancillary financing requirements as agreed between the Parent, the BBF Bank and the Banks from time to time in an aggregate amount of up to £45,000,000 (or its equivalent) and, if the context so requires, the BBF Overdraft Facility and/or the BBF L/C Facility and/or any other sub-facility provided thereunder;

"BBF Facility Document" means:

- (a) in relation to the BBF Overdraft Facility, each of the BBF Overdraft Facility Documents;
- (b) in relation to the BBF L/C Facility, each of the BBF L/C Facility Documents; and
- (c) in relation to any other BBF Facility, each document required by the BBF Bank as a condition to its provision of such BBF Facility;

"BBF L/C Facility" means the six year committed letter of credit facility of up to £10,000,000 (or equivalent) made available to the BBF Borrowers by the BBF Bank with effect from the Closing Date pursuant to the BBF L/C Facility Documents;

"BBF L/C Facility Document" means:

- (a) an application for issue of standby letter of credit, performance bond or guarantee;
- (b) an application for irrevocable letter of credit; and
- (c) such ancillary documents as are executed from time to time in connection therewith,

all of the above to be in an agreed form;

"BBF Overdraft Account" means each of the BBF Overdraft Deutschmark Account and each BBF Overdraft Sterling Account;

"BBF Overdraft Deutschmark Account" means the deutschmark overdraft account opened by Umbro Germany with the BBF Bank pursuant to the BBF Overdraft Facility Documents designated as the "Overdraft Account";

"BBF Overdraft Facility" means the six year committed sterling and deutschmark overdraft facility made available to the BBF Borrower by the BBF Bank with effect from the Closing Date;

"BBF Overdraft Facility Documents" means each of the documents executed and/or delivered from time to time by the BBF Borrowers in connection with the operation of the BBF Overdraft Facility;

"BBF Overdraft Sterling Account" means each of:

- (a) the sterling overdraft account opened by the Parent with the BBF Bank pursuant to the BBF Overdraft Facility Documents designated as the "Inventory Overdraft Account" (the **"BBF Overdraft Sterling Inventory Account"**); and
- (b) the sterling overdraft account opened by the Parent with the BBF Bank pursuant to the BBF Overdraft Facility Documents designated as the "Receivables Overdraft Account" (the **"BBF Overdraft Sterling Receivables Account"**).

"Beneficiaries" means the Trustee, the Agents and the Creditors from time to time;

"Borrowers" means each of the Senior Borrowers and the Mezzanine Borrower;

"Borrower Accession Memorandum" means a memorandum substantially in the form set out in the Facility Agreements to be addressed to the relevant Agent and to be signed on behalf of the Parent and a wholly owned subsidiary of the Parent, whereby the Parent requests that such subsidiary becomes an Additional Borrower pursuant to the relevant Facility Agreement;

"Business Day" means a day (other than a Saturday or Sunday) which is not a public holiday and on which banks are open for general business in:

- (a) London;
- (b) (in relation to a date for payment or purchase of any sum denominated in a currency other than the euro) the principal financial centre of the country of such currency; and
- (c) (in relation to any date for payment or purchase of a sum denominated in the euro) Brussels or such other financial centre in a Participating Member State as the relevant Agent and the Parent may agree from time to time;

"Charged Investments" means all Investments from time to time charged in favour of, or assigned (whether at law or in equity) to, the Trustee by or pursuant to the Debenture;

"Charged Property" means, subject to any contrary indication, the undertaking and assets of the Company from time to time charged in favour of, or assigned (whether at law or in equity) to, the Trustee by or pursuant to the Debenture;

"Claims" means the book and other debts and monetary claims referred to in paragraphs 1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.6 and 1.2.7 of Schedule 3 or deriving from the Intellectual Property, the Insurance Policies or the Charged Investments;

"Closing Date" means the date on which the acquisition was completed in accordance with the Acquisition Agreement;

"Collection Account" means each of the Sterling Collection Account, the German Collection Account, and the Austrian Collection Account and such terms shall also refer to any replacement accounts for such accounts as are agreed between the Parent, the BBF Bank and the Senior Agent and notified to each Bank;

"Contracts" means the Acquisition Documents and any licences, contracts or other agreements which the Trustee may specify in writing to the Company from time to time;

"Credit Agreement" means the Senior Credit Agreement;

"Creditors" means the Initial Creditors and each Transferee of any of the Creditors;

"DHC" means Doughty Hanson & Co.;

"Encumbrance" means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

"Equity Documents" means the Shareholders' Agreement, the Articles and each other document, agreement, deed, notice or certificate entered into by the Parent and any of the Investors pursuant thereto;

"Equity Liabilities" means all present and future sums, payment liabilities and payment obligations whatsoever (actual or contingent) payable, owing, due or incurred by the Parent to any of the Investors under any of the Equity Documents together with all Ancillary Liabilities relating thereto, but excluding (i) reasonable fees and disbursements of professional advisers, (ii) the fees payable to the Investors on or about the Closing Date as expressly provided for in the Shareholders' Agreement and, (iii) to the extent the Agents have approved the amount and nature of such fees in advance, any other fees provided for under the Shareholders' Agreement;

"Facility Agreement" means the Mezzanine Credit Agreement and/or the Senior Credit Agreement as the case may be;

"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents;

"German Collection Account" means a deutschmark account of UEL held with the German Collection Account Bank and designated "Collection Account" being initially the account numbered 6201370 held with Commerzbank;

"German Collection Account Bank" means Commerzbank or such other bank in Germany as the Senior Agent approves in writing for the purpose (acting reasonably);

"Group" means the Parent and its subsidiaries for the time being and Target and its subsidiaries for the time being (before as well as after the Closing Date);

"Group Entity" means any member of the Group;

"Guarantors" means each of the Original Guarantors and each Additional Guarantor;

"Guarantor Accession Memorandum" means a memorandum substantially in the form set out in the Facility Agreements to be addressed to the relevant Agent and to be signed on behalf of the Parent and a material subsidiary of the Parent whereby the Parent requests that such subsidiary becomes an Additional Guarantor pursuant to the relevant Facility Agreement;

"Initial Creditors" means the initial creditors under the Intercreditor Agreement;

"Initial Investors" means those funds managed or advised by DHC as are originally party to the Shareholders Agreement;

"Insurance Policies" means the Non-Life Policies;

"Intellectual Property" means all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, moral rights, inventions, confidential information, knowhow and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, and the benefit of all licences and other rights to use any of the same since the time the Debenture was entered into or thereafter belonging to the Company;

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Restatement Agreement between, *inter alia*, BNY International Limited as Security Trustee, BNY International Limited as Senior Agent, Salomon Smith Barney as Senior Arranger, Salomon Smith Barney as Mezzanine Arranger, Citibank N.A. as Mezzanine Agent, the Senior Lenders, the Mezzanine Lenders, the Intra-Group Borrowers, the Intra-Group Lenders and the Obligors;

"Intra-Group Borrower" means Alteramber Limited, Umbro Europe (Holdings) Limited, Umbro Europe Limited, Umbro Deutschland Sportswear Vertriebs GmbH, Umbro Worldwide Limited, Umbro JV Limited and Umbro Licensing Limited, and any other Group Entity by whom any Intra-Group Liabilities from time to time may be payable or owing, guaranteed or secured, or who may be otherwise actually or contingently liable therefor after the date on which the Intercreditor Agreement was entered into or thereafter;

"Intra-Group Lenders" means Alteramber Limited, Umbro Europe (Holdings) Limited, Umbro Europe Limited, Umbro Deutschland Sportswear Vertriebs GmbH, Umbro Worldwide Limited, Umbro JV Limited and Umbro Licensing Limited, and any other Group Entity to whom any Intra-Group Liabilities become outstanding after the date on which the Intercreditor Agreement was entered into or thereafter and who

accedes by inter alia agreeing not to assign or transfer to any person the whole or any part of their rights or obligations unless the assignee agrees with the other parties of the Intercreditor Agreement to be bound by the provisions of the Intercreditor Agreement;

"Intra-Group Liabilities" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by any Intra-Group Borrower to any Intra-Group Lender (whether pursuant to any Intra-Group Loan or otherwise) together with all Ancillary Liabilities relating thereto but not including ordinary trading liabilities;

"Intra-Group Loans" means any loan between members of the Group;

"Investments" means stocks, shares, debentures and other securities together with all rights to and relating to stocks, shares, debentures or other securities and any other assets, rights or interests falling within any paragraph in Part A of Schedule 1 to the Financial Services Act 1986 as in force at the date on which the Debenture was entered into but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply;

"Investors" means the Initial Investors and any successor or permitted assign or transferee thereof pursuant to the terms of the Shareholders' Agreement;

"Liabilities" means the Senior Liabilities, the Mezzanine Liabilities, the Intra-Group Liabilities and the Equity Liabilities;

"Management Shareholders" means each member of Senior Management and any replacement of such person (or any subsequent replacements thereof) in each case for so long as any such person is an officer or consultant of a Group member or holds shares in a Group member;

"Mezzanine Agent" means Citibank International plc;

"Mezzanine Arranger" means Salomon Smith Barney;

"Mezzanine Borrower" means Alteramber Limited;

"Mezzanine Credit Agreement" means a loan facilities agreement dated on or about 1 April 1999 originally made between the Mezzanine Agent, the Mezzanine Arranger, the Security Trustee, the Mezzanine Lenders, the Company as an Original Borrower and an Original Guarantor and others;

"Mezzanine Documents" means the Mezzanine Credit Agreement, the Mezzanine Warrant Instrument and (where and to the extent capable according to its terms of securing any Mezzanine Liabilities) the Mezzanine Security Documents and any documents entered into pursuant thereto;

"Mezzanine Facility Documents" means the Mezzanine Finance Documents;

"Mezzanine Fee Letters" means:

- (a) the fee letter from the Mezzanine Arranger to the Parent dated on or about 1 April 1999, specifying the amounts of arrangement fees payable by the Parent to the Mezzanine Arranger; and
- (b) the fee letter from the Mezzanine Agent to the Parent dated on or about 1 April 1999 specifying the amounts of agency fees payable by the Parent to the Mezzanine Agent;

"Mezzanine Finance Documents" means the Mezzanine Credit Agreement, the Mezzanine Restatement Agreement, any Guarantor Accession Memorandum (made pursuant to the Mezzanine Credit Agreement), the Warrant Documents, the Mezzanine Fee Letters, the Mezzanine Security Documents, the Intercreditor Agreement and any documents evidencing the terms of any other agreement or document that may be entered into or executed pursuant to any of the forgoing by any Mezzanine Obligors and any other document which is designated a "Finance Document" in writing signed by the Parent and the Mezzanine Agent;

"Mezzanine Guarantor" means Alteramber Limited, Umbro Europe (Holdings) Limited, Umbro Europe Limited, Umbro Deutschland Sportswear Vertriebs GmbH, Umbro Worldwide Limited, Umbro JV Limited and Umbro Licensing Limited and any Additional Mezzanine Guarantor;

"Mezzanine Lenders" means Citibank, N.A. (and its transferees and assigns);

"Mezzanine Liabilities" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by any Mezzanine Obligor to any of the Mezzanine Agent and the Mezzanine Lenders pursuant to the terms of the Mezzanine Credit Agreement together with all Ancillary Liabilities relating thereto;

"Mezzanine Obligor" means the Parent or a Guarantor under the Mezzanine Credit Agreement;

"Mezzanine Restatement Agreement" means the restatement agreement dated on or about 23 April 1999 between the parties to the Mezzanine Agreement whereby the Mezzanine Agreement was amended and restated;

"Mezzanine Security Documents" means each of the Debentures delivered to the Mezzanine Agent in agreed form duly executed and delivered by each UK Group member other than PMG and Arena UK, together with any other document entered into by any Group member from time to time creating or evidencing an Encumbrance for all or any part of the obligations of the Mezzanine Obligors or any of them under the Mezzanine Finance Documents;

"Mezzanine Warrant Instrument" means the instrument dated on or about 23 April 1999 pursuant to which warrants to subscribe for "A" Ordinary Shares in the Parent are issued to the Mezzanine Lenders;

"Non-Life Policies" means any policies of insurance (other than any policies over any life) in which the Company may at the time the Debenture was entered into or thereafter have an interest;

"Obligors" means the Senior Obligors and/or the Mezzanine Obligors, as the case may be;

"Original Borrowers" means the Parent;

"Original Guarantors" means each of the UK Companies (other than PMG and Arena UK), (and in relation to the Senior Credit Agreement only, following its accession in accordance with the terms of the Senior Credit Agreement, Umbro Germany);

"Parent" means Alteramber Limited;

"Participating Member State" means each member state which has adopted the euro as its lawful currency at the relevant time;

"PMG" means PMG International Limited, a limited liability company incorporated in England and Wales under registered number 3445100;

"Purchaser" means Alteramber Limited;

"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate at the time the Debenture was entered into or thereafter belonging to the Company and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property;

"Restatement Agreement" means an agreement dated 23 April 1999 amending and restating the Senior Credit Agreement;

"Secured Obligations" means all sums and liabilities covenanted to be paid and discharged by the Company, as referred to in Schedule 2;

"Security" means the security from time to time constituted by or pursuant to the Security Documents;

"Security Documents" means the Senior Finance Documents and/or the Mezzanine Finance Documents as the case may be;

"Security Trustee" means BNY International Limited;

"Senior Agent" means BNY International Limited;

"Senior Arranger" means Salomon Smith Barney;

"Senior Borrower" means each of Alteramber Limited and each Additional Borrower under the Senior Credit Agreement provided that such company has not been released from its rights and obligations thereunder following its resignation as a Senior Borrower in accordance with the terms of the Senior Credit Agreement;

"Senior Credit Agreement" means a loan facilities agreement dated on or about 1 April 1999 and originally made between the Senior Agent, the Senior Arranger, the Security Trustee, the Senior Lenders, the Parent, the Company as an Original Borrower and an Original Guarantor and others;

"Senior Documents" means the Senior Credit Agreement and (where and to the extent capable according to its terms of securing any Senior Liabilities) the Senior Security Documents and any documents entered into pursuant thereto (including for the avoidance of doubt any letter of credit);

"Senior Facility Documents" means the Senior Finance Documents;

"Senior Finance Documents" means the Senior Credit Agreement, the Restatement Agreement, any Borrower Accession Memorandum (made pursuant to the Senior Credit Agreement), any Guarantor Accession Memorandum (made pursuant to the Senior Credit Agreement), each BBF Facility Document, the Senior Fee Letters, the Senior Security Documents, the Intercreditor Agreement and any documents evidencing the terms of any other agreement or document that may be entered into or executed pursuant to any of the foregoing by any Senior Obligor and any other document which is designated a "Finance Document" in writing signed by the Parent and the Senior Agent;

"Senior Fee Letters" means:

- (a) the fee letter from the Senior Arranger to the Parent dated on or about 1 April 1999, specifying the amounts of arrangement fees payable by the Parent to the Senior Arranger; and
- (b) the fee letter from the Senior Agent to the Parent dated on or about 1 April 1999 specifying the amounts of agency fees payable by the Parent to the Senior Agent;

"Senior Guarantor" means Alteramber Limited, Umbro Europe (Holdings) Limited, Umbro Europe Limited, Umbro Deutschland Sportswear Vertriebs GmbH, Umbro Worldwide Limited, Umbro JV Limited and Umbro Licensing Limited and any Additional Senior Guarantor;

"Senior Lenders" means Citibank, N.A. and The Bank of New York (and their transferees and assigns);

"Senior Liabilities" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by any Senior Obligor to any of the Senior Agent, Senior Lenders under the Senior Documents together with all Ancillary Liabilities relating thereto;

"Senior Management" means each of Peter McGuigan and Mark Corbidge (or, in each case, any appropriately experienced replacement thereof approved by the Agents (acting reasonably));

"Senior Obligators" means the Parent, a Borrower or a Guarantor under the Senior Credit Agreement;

"Senior Security Documents" means each of the Debentures delivered to the Senior Agent in agreed form duly executed and delivered by each UK Group member other than PMG and Arena UK, together with any other document entered into by any Group member from time to time creating or evidencing an Encumbrance for all or any part of the obligations of the Senior Obligators or any of them under the Senior Finance Documents;

"Shareholders' Agreement" means the subscription and shareholders' agreement dated 1 April 1999 (and restated on or about 23 April 1999) and made between the Parent, the Initial Investors and the Management Shareholders;

"Special Accounts" means the Collection Accounts and such other separate and denominated account or accounts with the Trustee or such other bank or banks as may from time to time be specified in writing by the Trustee as the account or accounts into which the proceeds of the getting in or the realisation of the Claims are to be paid;

"Sterling Collection Account" means a sterling account of UEL held with the UK Collection Account Bank and designated "Collection Account";

"Successor" in relation to any person means an assignee or successor in title of such person or any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of such first-mentioned person or to whom under such laws the same have been transferred under the Debenture;

"Tangible Movable Property" means all plant and machinery not charged under the Debenture as part of the Real Property and all other chattels at the time the Debenture was entered into or at any time thereafter belonging to the Company (excluding any of the same for the time being forming part of its stock in trade or work in progress);

"Target" means Umbro Europe (Holdings) Limited (UK);

"Transferee" means, in relation to a Creditor, an assignee or transferee in respect of all or part of such Creditor's rights and obligations which is permitted under any of the Finance Documents or, in relation to an Agent, its replacement as agent as permitted in accordance with the terms of the relevant Facility Agreement which, in either case, has executed and delivered to the Trustee a duly completed Accession Undertaking which has been countersigned by such Creditor's agent or, in the case of a replacement Agent, the outgoing Agent and by the Trustee;

"UEL" means Umbro Europe Limited (UK);

"UK Collection Account Bank" means Midland Bank plc or such other bank in the United Kingdom as the Senior Agent (acting reasonably) approves in writing;

"UK Companies" means each Group member incorporated in the United Kingdom;

"Umbro Germany" means Umbro Deutschland Vertriebs GmbH, a limited liability company registered with the commercial register of the local court in Passau under number HRB 5213;

"Vendors" means:

- (a) Umbro International, Inc., a South Carolina corporation whose principal place of business is at 200 Brozzini Court, Greenville, South Carolina 29615, USA;
- (b) Umbro Trademark, Inc., a Delaware corporation whose principal place of business is at 913 North Market Street, Suite 810, Wilmington, Delaware 19801, USA;
- (c) Umbro Ventures, Inc., a Delaware corporation whose principal place of business is at 913 North Market Street, Suite 810, Wilmington, Delaware 19801, USA; and
- (d) Umbro Footwear, Inc., a South Carolina corporation whose principal place of business is at Post Office Box 33, Dallimore Road, Wythenshawe, Manchester M23 9GJ, England;

"Warrant Documents" means the warrant instrument made in the agreed form between the Parent and Citibank NA (as original Mezzanine Lender) together with the warrants issued thereunder and any other document or agreement issued, entered into or executed in connection with such instrument or the rights set out therein.

1.2 Interpretation

In this Form 395, any reference to:

a **"Schedule"** shall be construed as a reference to a schedule hereto; and

the **"Trustee"** shall be construed so as to include its or their respective Successors and any Successor of such a Successor in accordance with their respective interests.

SCHEDULE 2

Amounts Secured by the Mortgage or Charge

In the Debenture the Company covenanted with the Trustee as trustee for the Beneficiaries that it shall on demand in writing made to it by the Trustee discharge each and every liability which the Company may have had at the time the Debenture was entered into or thereafter have to the Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Finance Documents (including the Debenture) including any liability in respect of any further advances made thereunder and pay to the Trustee on demand in writing made to it by the Trustee every sum (of principal, interest or otherwise) at the time the Debenture was entered into or thereafter owing, due or incurred by the Company to the Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of any such liabilities provided that:

- (a) in each case, such liability or sum has become payable under the terms of the relevant Finance Document;
- (b) there shall be excluded from the foregoing covenant any liability or sum which would, but for this proviso, cause such covenant or the security which would otherwise be constituted by the Debenture for such liability or sum to constitute unlawful financial assistance prohibited by Section 151 of the Companies Act 1985; and
- (c) every payment by the Company of any sum in respect of the liabilities covenanted in the Debenture to be discharged by the Company to or for the account of the Beneficiary to whom the same is due and payable which is made in accordance with the terms of the Finance Document under which sum is payable to such Beneficiary shall operate in satisfaction *pro tanto* of such covenant.

SCHEDULE 3

Short Particulars of all the Property Charged

1. Assignments, Fixed and Floating Charges

1.1 Fixed Charges

In the Debenture, the Company, subject to the exceptions to the fixed security referred to in paragraph 1.6 of this Schedule, charged in favour of the Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date the Debenture was entered into shall be a charge by way of legal mortgage) each of the following, namely:

1.1.1 *Land:* the Real Property;

1.1.2 *Tangible Movable Property:* all the Tangible Movable Property;

1.1.3 *Accounts with the Trustee:* all rights and claims to which the Company was at the time the Debenture was entered into or may thereafter become entitled in relation to all moneys at the time the Debenture was entered into or at any time thereafter standing to the credit of any bank accounts (including any Special Accounts) opened or maintained with the Trustee together with all rights relating or attaching thereto (including the right to interest);

1.1.4 *Intellectual Property:* the Intellectual Property;

1.1.5 *Goodwill:* all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Debenture) at the time the Debenture was entered into or at any time thereafter belonging to the Company.

1.2 Assignments

In the Debenture, the Company, subject to the exceptions for fixed security referred to in paragraph 1.6 of this Schedule, assigned by way of security to the Trustee as trustee for the Beneficiaries all the Company's right, title and interest in and to each of the following:

1.2.1 *Property Rights:* all rights and claims to which the Company was at the time the Debenture was entered into or may thereafter become entitled in relation to the Real Property and the Tangible Movable Property including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee or licensee of any of the Real Property and any guarantor or surety for the obligations of such person but excluding those in relation to the Contracts and, to the extent that any of the Tangible Movable Property at the time the Debenture was entered into or at any time thereafter

was hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto;

- 1.2.2 *Insurance:* all rights and claims to which the Company was at the time the Debenture was entered into or may thereafter become entitled in relation to the proceeds of any of the Non-Life Policies;
- 1.2.3 *Debts:* all present and future book and other debts and monetary claims at the time the Debenture was entered into or at any time thereafter due or owing to the Company which are not otherwise subject to a fixed charge by or pursuant to the Debenture and all rights relating thereto including any security or remedies therefor;
- 1.2.4 *Accounts with another bank:* all rights and claims to which the Company at the time the Debenture was entered into or may thereafter become entitled in relation to all moneys at the time the Debenture was entered into or at any time thereafter standing to the credit of any bank accounts (including any Special Accounts) opened or maintained with a bank other than the Trustee and all rights relating or attaching thereto (including the right to interest);
- 1.2.5 *Investments:* all Investments to which the Company at the time the Debenture was entered into or may thereafter become entitled including the Investments listed in Schedule 4 (*Details of Investments*);
- 1.2.6 *Uncalled Capital:* all rights and claims to which the Company at the time the Debenture was entered into or may thereafter become entitled in relation to its uncalled capital;
- 1.2.7 *Section 238, 239 and 244 orders:* all rights to which the Company at the time the Debenture was entered into or may thereafter become entitled in respect of the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act 1986.

1.3 The Contracts

In the Debenture, the Company, subject to the exceptions to the fixed security referred to in paragraph 1.6 of this Schedule, (and subject also to the terms of the Debenture in relation to the application of moneys payable to the Company by way of compensation under the provisions of Section 25 of the Law of Property Act 1969 or under the Landlord and Tenant Acts 1927 to 1954), assigned by way of security in equity to the Trustee as trustee for the Beneficiaries all the Company's right, title and interest in and to all rights of the Company under or in respect of the Contracts.

1.4 Floating Charge

In the Debenture, the Company, subject to the exceptions to the fixed security referred to in paragraph 1.6 of this Schedule, charged in favour of the Trustee as trustee for the Beneficiaries for the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future other than any assets at the time the Debenture was entered into effectively charged to the Trustee by way of fixed charge or effectively assigned (whether at law or in equity) to the Trustee or otherwise subject to an effective fixed security in favour of the Trustee.

1.5 Covenants for Title

Each of the dispositions of property effected under the Debenture by the Company was made with full title guarantee.

1.6 Exceptions to the Fixed Security

The security created under the Debenture, as referred to in paragraphs 1.1 (*Fixed Charges*), 1.2 (*Assignments*), 1.3 (*The Contracts*) and 1.4 (*Floating Charge*) of this Schedule shall not extend to any asset situated outside the United Kingdom to the extent that and for so long as any such security created pursuant thereto would be unlawful under the laws of the jurisdiction in which such asset is situated.

1.7 Deposits

All moneys at the time the Debenture was entered into or at any time thereafter standing to the credit of any bank accounts (whether deposit or current accounts or otherwise howsoever designated) opened or maintained by the Company with the Trustee (including any Special Accounts) and all or any rights and benefits relating thereto shall be incapable of assignment (and each deposit of any such moneys shall be made on such terms accordingly) and the Company shall not purport to assign or otherwise dispose of any interest in any such moneys or any such rights and benefits.

2. **Further Assurance**

The Debenture contains covenants for further assurance.

3. **Negative Pledge**

The Debenture contains a negative pledge.

SCHEDULE 4

Details of Investments

Shares		
Name of Company	Issued Share Capital	Description and Number of Shares Held
Umbro Europe (Holdings) Limited	£3.00	(100% holding of issued share capital)
Umbro Worldwide Limited		(100% holding of issued share capital - 100 ordinary shares)
Umbro JV Limited		(100% holding of issued share capital)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03674789

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd APRIL 1999 AND CREATED BY UMBRO HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY, FORMERLY KNOWN AS ALTERAMBER LIMITED, TO BNY INTERNATIONAL LIMITED, AS "TRUSTEE" (AS DEFINED) ON ANY ACCOUNT WHATSOEVER UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (AS DEFINED) AND THIS DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th MAY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MAY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

HC026B

*HC
Ran*