

# M

## 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

\* UMBRO HOLDINGS LIMITED (the "Company")

Date of creation of the charge

31 January 2003

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

An assignment by way of security dated 31 January 2003 made by the Company in favour of GMAC Commercial Credit Limited as Trustee for the Beneficiaries (the "Assignment").

See Schedule 1 for definitions.

Amount secured by the mortgage or charge

See Schedules 1 and 2.

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

GMAC Commercial Credit Limited, Sovereign House, Church Street,  
Brighton, as Trustee for the Beneficiaries.

Postcode BN1 1SS

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

CH London Counter  
Clifford Chance LLP  
200 Aldersgate Street  
London  
EC1A 4JJ

Lon-2/1355028

Time critical reference

HTY/B4645/00039/RCES

For official Use  
Mortgage Section

Post room



LD7  
COMPANIES HOUSE

0473  
06/02/03

1355028

Short particulars of all the property mortgaged or charged

See Schedules 1 and 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 LLP

Date

6 February 2003

On behalf of ~~XXXXXX~~ [company] ~~XXXXXX~~ [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 CF14 3UZ

1355015

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*Schedules to Form 395 relating to the Assignment entered into by Umbro Holdings Limited  
(Company Number 03674789) dated 31 January 2003*

**SCHEDULE 1**

**DEFINITIONS**

In this Form 395:

**"Additional Securities"** means Securities subscribed for as described in Schedule 2 to this Form 395;

**"Articles"** means the articles of association of the Company;

**"Assigned Rights"** means all the Company's right, title and interest from time to time in, under and to the Shareholders' Undertaking (including but not limited to its right to require subscription for Additional Securities);

**"Beneficiaries"** means each of the Senior Agent, Senior Arranger, Senior Lenders, Mezzanine Agent, Mezzanine Arranger, Mezzanine Lenders, the Trustee and their respective successors, assigns and transferees from time to time;

**"Bonds"** means bonds issued by the Company in compliance with the Credit Agreements;

**"Collateral"** means all the assets, rights or interests of the Company which are the subject of the security created or expressed to be created in favour of the Trustee pursuant to the Assignment;

**"Collateral Rights"** means all rights, powers and remedies of the Trustee provided by or pursuant to the Assignment or by law;

**"Credit Agreements"** means the Senior Credit Agreement and the Mezzanine Credit Agreement as amended and restated from time to time;

**"Equities"** means such combination of preference and/or B ordinary shares issued by the Company in accordance with the Articles as the Partnerships may see fit;

**"Intercreditor Agreement"** means the intercreditor agreement dated 23 April 1999 between, amongst others, GMAC Commercial Credit Limited as Trustee and Senior Agent, Salomon Brothers International, Ltd. as Senior Arranger and Mezzanine Arranger, Citibank International PLC as Mezzanine Agent, the Senior Lenders, the Mezzanine Lenders, the Intra-Group Borrowers, the Intra-Group Lenders and the Obligors (each as defined therein);

**"Loan Notes"** means loan notes issued by the Company in compliance with the Credit Agreements;

**"Mezzanine Credit Agreement"** means the mezzanine credit agreement dated 1 April 1999 (as amended and restated on 23 April 1999, 13 July 2001 and 31 January 2003) and made between the Company, Salomon Brothers International, Ltd. as Arranger, Citibank

International PLC as Agent, GMAC Commercial Credit Limited as Trustee and the Banks (as named therein).

**"Partnerships"** means each of the Doughty Hanson & Co Limited partnerships set out in Schedule 1 to the Shareholders' Undertaking;

**"Secured Obligations"** means the obligations of the Company set out in each of the debentures provided in favour of the Trustee from time to time creating fixed and floating security over all the assets and undertaking of Umbro Holdings Limited and its subsidiaries for the time being incorporated in England and Wales;

**"Securities"** means Bonds, Loan Notes or Equities;

**"Senior Credit Agreement"** means the senior credit agreement dated 1 April 1999 (as amended and restated on 23 April 1999, 13 July 2001 and 31 January 2003) and made between the Company, Salomon Brothers International, Ltd. as Arranger, GMAC Commercial Credit Limited as Agent, Trustee and BBF Bank and the Banks (as named therein); and

**"Shareholders' Undertaking"** means the deed of undertaking dated 31 January 2003 and entered into by each of the Partnerships severally in favour of the Company with respect to its subscription for Additional Securities in the event of certain subscription events, together with all documents relating thereto (also known as the **"Deed of Undertaking"**).

## **SCHEDULE 2**

### **AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All the Partnerships' obligations and liabilities to the Company under the Shareholders' Undertaking being, notwithstanding any insolvency, any other deterioration in the financial situation of the Company or any other event or circumstance, each Partnership's subscription by the relevant date specified in the Shareholders' Undertaking for its proportion of Securities in accordance with the Shareholders' Undertaking provided that the total amount subscribed thereunder shall not exceed £7,500,000.

### **SCHEDULE 3**

#### **SHORT PARTICULARS OF PROPERTY CHARGED**

##### **Assignment**

The Company has assigned with full title guarantee to the Trustee as continuing security for the full and punctual payment, performance and discharge of the Secured Obligations all the Company's right, title and interest from time to time in, under and to the Shareholders' Undertaking (including but not limited to its right to require subscription for Additional Securities).

##### **Cumulative Rights**

The security created by or pursuant to the Assignment and the Collateral Rights shall be cumulative in addition to and independent of every other security which the Trustee may at any time hold for the Secured Obligations. No prior security held by the Trustee over the whole or any part of the Collateral shall merge into the security constituted by the Assignment.

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 AN ASSIGNMENT BY WAY OF SECURITY DATED THE 31st JANUARY 2003 AND CREATED BY UMBRO HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GMAC COMMERCIAL CREDIT LIMITED AS TRUSTEE FOR THE BENEFICIARIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th FEBRUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th FEBRUARY 2003.

*Handwritten signature*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —