

M**COMPANIES FORM No. 395****Particulars of a mortgage or Charge**

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

Bank Leumi
70x7
019854

PAID
MAY 11 1985

395Please complete
legibly, preferably
in black type or
bold block
lettering

To the Registrar of Companies

For official use

Company number

*insert full name
of Company

Name of company

*** THE KOBAL COLLECTION LIMITED**

3

00965129

Date of creation of the charge

22/02/2000

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

DEBENTURE

Amount secured by the mortgage or charge

A continuing security for the payment of: all sums of money which have been or are now or may hereafter form time to time be advanced to the Company by "the Mortgagee". All other indebtedness and/or liabilities whatsoever of the Company to the Mortgagee present, future, actual and/or contingent. On a full indemnity basis, all costs, charges, and expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the enforcement of rights under the Debenture or the recovery of any of the indebtedness or other liabilities of the Company by the Mortgagee, or by any Administrative Receiver or by any delegate or sub-delegate appointed by the mortgagee pursuant to the Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Administrative Receiver, delegate or sub-delegate as aforesaid, and all costs, charges and expenses incurred in the rotation, realisation or enforcement of the security constituted by or pursuant to the Debenture. Interest on the foregoing until full discharge on a daily basis and otherwise as specified in the Debenture.

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

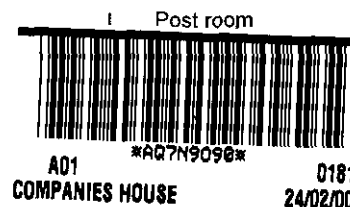
Bank Leumi (UK) plc, PO Box 2AF, 4-7 Woodstock Street, London, W1A 2AF

Postcode W1A 2AF

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

Bank Leumi (UK) plc
PO Box 2AF
4- 7 Woodstock Street
London
W1A 2AF

Time critical reference

For Official use
Mortgage Section

Short particulars of all property mortgaged or charged

N.B. See continuation sheet

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)

Signed

Date 23-02-00

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 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 that 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 e.g. "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 by the Company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. The address of the Registrar of Companies is Companies House, Crown Way, Cardiff, CF4 3TS.

FORM 395 DEBENTURE CONTINUATION

THE COMPANIES ACTS 1948 TO 1981

Continuation Sheet No: 1
to Form 395

Company No: 00965129

Name of Company: THE KOBAL COLLECTION LIMITED

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED.

1. A fixed equitable charge on the Company's estates or interest in any freehold and leasehold property {(except the property referred to in paragraph 7 below)} at the date of the Debenture and at any time belonging to or charged to the Company and all licences now or hereafter 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 a party or otherwise entitled and all building fixtures (including trade fixtures) and fixed plant and machinery owned by the company thereon from time to time ('the Equitably Charged Property') and/or the proceeds of sale thereof;
2. A fixed charge over all book debts and other debts at the date of the Debenture and from time to time due or owing to the Company and all proceeds thereof and the benefit of all rights relating thereto; ('the Book and other Debts');
3. A fixed charge on all credit balances of the Company with other parties ('the Credit Balances');
4. A fixed charge over all stock shares and/or other securities ('the Securities') at the date of the Debenture or at any time belonging to the Company in any subsidiary or associated company of the Company and/or those which, or the certificates of which, are at the date of the Debenture or may at any time hereafter be deposited with the Mortgagee or held by the Mortgagee or its agents or transferred to or registered in the name of the Mortgagee or its agents or its nominees and all rights in respect of or incidental to the Securities;
5. A fixed charge over the goodwill licences, patents, patent applications, trademarks, trademark applications, services marks, service mark applications, copy rights, rights in the nature of copyright and all other intellectual property belonging to the Company at the date of the Debenture and at any time;
6. A floating charge over the Company's undertaking and all its other property, assets, rights whatsoever and wheresoever present and/or future including those expressed as charged by way of fixed charge if and to the extent that such charge may fail for any reason to operate as a fixed charge ('the Property Charged by way of Floating Charge');
7. A charge by way of legal mortgage over the following property: {NIL} and all buildings fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in such freehold and/or leasehold property ('the Legally Mortgaged Property') and/or the proceeds of sale thereof. All the property referred to in 1 - 7 above are together defined herein as 'the Charged Property'.

N.B.

- 1) The Debenture prohibits the Company without the consent in writing of the Mortgagee, from (inter alia):-
- a) creating any mortgage, charge or other security interest over the Equitably Charged Property or any part thereof or any interest thereon;
 - b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property;
 - c) parting with possessions of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person whatsoever any licence, right or interest to occupy it or any part thereof;
 - d) creating any mortgage, charge or other security interest over the Securities or any part of or any interest in the same;
 - e) selling, factoring, discounting or otherwise charging or assigning the Book and other Debts and the Credit Balances specifically charged by the Debenture in favour of any other person or purporting to do so;
 - f) with reference to the Property Charged by way of Floating Charge:-
 - i. creating any mortgage, charge or other security interest ranking in priority to pari passu with or subsequent to that charge; and/or;
 - ii. selling or otherwise disposing of the whole or, except in the ordinary course of business and for full value, any part of the Company's undertaking.
 - g) Without prejudice and in addition to all other restrictions contained in the Debenture the Company covenants with the Bank not without the prior written consent of the Bank to create or permit to subsist any mortgage or charge or other encumbrance in favour of any third party of or affecting the Charged Property or any part or parts thereof other than;
 - i) the existing mortgages, charges and/or other encumbrances (if any) of which brief particulars are set out in the Second Schedule hereto, and limited to the maximum principal sums specified in respect of such mortgage, charge or other encumbrance in the said Schedule;
 - ii) arising by operation of law;
 - iii) particular liens arising in the ordinary course of business, otherwise than for obligations more than thirty days overdue which have not been contested in the good faith;
 - iv) pledges or charges created for the purpose of financing contracts in the ordinary course of business for the purchase or sale of goods.

N.B.

2. The Debenture includes an obligation of the Company to pay to the Mortgagee all monies which it may receive in respect of the Book and other Debts and the Credit Balances specifically charged by the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00965129

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd FEBRUARY 2000 AND CREATED BY KOBAL COLLECTION LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK LEUMI (UK) plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th FEBRUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th FEBRUARY 2000.

A handwritten signature in black ink, consisting of a stylized 'P' followed by a series of loops.



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES