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COMPANIES FORM NO. 395

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Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For Official Use

Company Number

6

00399575

Name of company

*Insert full name of company

Austin Reed Limited ("Chargor")

Date of creation of the charge

28 March 2007

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

Debenture dated 28 March 2007 between A R Holdings Limited, Darius Capital Limited, Austin Reed Group Limited, Austin Reed Credit Services Limited, Austin Reed Limited, Country Casuals Holdings Limited and Country Casuals Limited (the "Chargors" and each a "Chargor") in favour of Landsbanki Islands h.f ("Security Trustee") (the "Debenture")

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due, owing or incurred by it to any Secured Party under or in connection with any Secured Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) ("Liabilities")

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

Landsbanki Islands h.f
acting through its London branch at Beaufort House
15 St Botolph Street
London
EC3A 7QR

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

Cobbetts LLP
No.1 Whitehall Riverside
Leeds
LS1 4BN

Ref: LAP/LA610.7

For Official Use
Mortgage section

WEDNESDAY



ACWE80F7

A50 04/04/2007 486

COMPANIES HOUSE

Post Room

Time critical reference
LAP

Short particulars of all the property mortgaged or charged

- 1 Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Secured Parties):
- 1.1 by way of first legal mortgage, all Real Property (including that described in schedule 3 of the Debenture (if any) belonging to it;
 - 1.2 by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
 - 1.3 by way of first fixed charge, all its present and future:
 - 1.3.1 Book Debts;
 - 1.3.2 Bank Accounts;
 - 1.3.3 Investments (including the shares described in schedule 4 of the Debenture (if any));
 - 1.3.4 uncalled capital and goodwill;
 - 1.3.5 Intellectual Property (including that described in schedule 5 of the Debenture (if any));
 - 1.3.6 plant and machinery (except that mortgaged or charged by 1.1 and 1.2 above) excluding any of the same for the time being forming part of any Chargor's stock in trade or work in progress;

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Obbels LLP
On behalf of _____

Date 3 April 2007

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, 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 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.

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Particulars of a mortgage or charge (continued)

Continuation Sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

00399575

Name of company

*Insert full name of company

Austin Reed Limited ("Chargor")

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

[Empty box for description of the instrument]

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

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

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

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1.3.7 (to the extent that they are not subject to an effective assignment under 2 below) the Insurances (including any Keyman Policy) and all related proceeds, claims of any kind, returns of premium and other benefits; and

1.3.8 (to the extent that they are not subject to an effective assignment under 2 below) all rights under any Hedging Agreement, excluding for the purposes of this paragraph any Excluded Contract Right.

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

2. Each Chargor, with full title guarantee, assigns absolutely to the Security Trustee (as trustee for the Secured Parties) all its present and future right, title and interest in and to:
- 2.1 any Hedging Agreement including all moneys payable to that Chargor and any claims, awards and judgments in favour of receivable or received by that Chargor or in connection with or pursuant to any Hedging Agreement; and
- 2.2 each Keyman Policy and all proceeds in respect of such Keyman Policy and all benefits of such Keyman Policy (including all claims relating to, and all returns of premium in respect of, such Keyman Policy).
3. Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first floating charge its undertaking and (i) all its assets, both present and future (including assets expressed to be charged by clauses 1 and 2 above) situated outside Scotland or governed by a body of law other than Scots Law and (ii) all of its assets situated in Scotland or otherwise governed by Scots law.

Notes:

Note 1:

No Chargor shall create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 23.14 of the Facility Agreement, except as permitted by that clause.

No Chargor shall (nor with any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licences, sub-licence, transfer or otherwise dispose of any Charged Asset except as permitted by clause 23.15 of the Facility Agreement.

Note 2:

Under the terms of the Debenture, the Security Trustee may appoint a Receiver in respect of the Chargor.

Definitions:

"ABL Facility" means the ABL loan facility made available under the ABL Facility Agreement.

"ABL Facility Agreement" means the credit facilities agreement dated on or around the date of the Facility Agreement and made between Landsbanki Commercial Finance, and the borrowers defined therein.

"ABL Finance Documents" means the ABL Facility Agreement, the Debt Purchase Agreement, any accession letter under the ABL Facility Agreement and/or the Debt Purchase Agreement, any ABL Security Document, the Intercreditor Agreement and any other document which is designated a "ABL Finance Document" or "Finance Document" by the Parent, the lenders under the inventory agreement and/or the Debt Purchase Agreement, and the Agent.

"ABL Security Documents" means the Security Documents so defined in the ABL Facility Agreement and any other document entered into by any person creating or expressed to create Security over all or any part of its assets in respect of the obligations of any of the Obligors or any other person under any of the ABL Finance Documents.

"Accession Letter" means a document substantially in the form set out in schedule 7 (*Form of Accession Letter*) of the Facility Agreement.

"Additional Borrower" means a company which becomes a Borrower in accordance with clause 26 (*Changes to the Obligors*) in the Facility Agreement.

"Additional Guarantor" means a company which becomes a Guarantor in accordance with clause 26 (*Changes to the Obligors*) in the Facility Agreement.

"Agent" means Landsbanki Islands h.f as agent of the other Finance Parties as defined in the Facility Agreement.

"Arranger" means Landsbanki Islands h.f as mandated lead arranger (whether acting individually or together the "Arranger") as defined in the Facility Agreement.

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receipt money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Borrower" means an Original Borrower, and/or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 26 (*Changes to the Obligors*) in the Facility Agreement.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Debenture.

"Company" means the Parent as defined in the Facility Agreement.

"Company Intra-Group Loan Agreement" means the loan agreement in the agreed form between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the facilities and the ABL Facility.

"Compliance Certificate" means a certificate substantially in the form set out in schedule 9 (*Form of Compliance Certificate*) in the Facility Agreement.

"Debt Purchase Agreement" means a debt purchase agreement between Landsbanki Commercial Finance and the client therein defined.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Excluded Contract Right" means any contract in which any Chargor has an interest pursuant to any licence or other agreement the terms of which preclude absolutely the Chargor from assigning or creating any charge over its interest in such contract or require the consent of any third party prior to the making of such assignment or the creation of such charge until the relevant consent shall have been obtained.

"Excluded Intellectual Property Rights" means any Intellectual Property in which any Chargor has an interest pursuant to any licence or other agreement the terms of which preclude absolutely the Chargor from assigning or creating any charge over its interest in such Intellectual Property or require the consent of any third party prior to the making of such assignment or the creation of such charge until the relevant consent shall have been obtained.

"Excluded Leasehold Property" means any leasehold property held by any Chargor under a lease the terms of which preclude absolutely the Chargor from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge until the relevant consent shall have been obtained.

"Facility Agreement" means the facility agreement dated 28 March 2007 between, inter alia, Darius Capital Limited as borrower, the Chargors (other than Darius Capital Limited) as guarantors, Landsbanki Islands h.f as Arranger, the Lenders named in that agreement and Landsbanki Islands h.f as Agent and as Security Trustee.

"Facility A" means the term loan facility made available under the Facility Agreement as described in clause 2.1.1.1 (*The Facilities*).

"Facility A Loan" means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan.

"Facility B" means the term loan facility made available under the Facility Agreement as described in clause 2.1.1.2 (*The Facilities*).

"Facility B Loan" means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan.

"Facility C" means the term loan facility made available under the Facility Agreement as described in clause 2.1.1.3 (*The Facilities*).

"Facility C Loan" means a loan made or to be made under Facility C or the principal amount outstanding for the time being of that loan.

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in clause 13 (*Fees*) of the Facility Agreement.

"Finance Document" means the Facility Agreement, any Accession Letter, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent.

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, or a Hedge Counterparty.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus excluding, in the case of leasehold property, landlord's fixtures (but including other trade fixtures) and excluding, in the case of freehold property and leasehold property which is sub-let to a third party, tenant's and trade fixtures and fittings of such third party.

"Group" means the Parent and each of its Subsidiaries for the time being.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 26 (*Changes to the Obligors*) in the Facility Agreement.

"Hedge Counterparty" means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by Darius Capital Limited and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to the Term Facilities in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*Initial conditions precedent*) in the Facility Agreement.

"Hedging Letter" has the meaning given to that term in part 1 of schedule 2 (*Conditions Precedent*) of the Facility Agreement.

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"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest, which definition shall include, for the avoidance of doubt, the Keyman Policies.

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"Intellectual Property" of a Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest but excluding Excluded Intellectual Property Rights (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

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

"Investments" of a Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person of their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Facility Agreement and made between the parties, the hedge counterparties, the ABL lenders (as defined in the Intercreditor Agreement), the investors, the borrowers and lenders of structural intra-group loans and the ABL borrowers (as defined in the Intercreditor Agreement) and certain others.

"Keyman Policy" means a keyman life assurance policy (in form and substance reasonably satisfactory to the Agent and with such insurer as the Agent may reasonably approve) taken out and maintained by the Parent/the Company in respect of the death or disability or critical illness of the following individuals and in not less than the following respective amounts:

Name of Individual	Amount (£)
Nick Hollingworth	£500,000
Alan Charlton	£500,000
Ros Giles	£250,000
Yvonne Mulvany	£250,000

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 25 (*Changes to the Lenders*) in the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Obligor" means a Borrower or a Guarantor.

"Original Borrower" means the "Subsidiaries" of the Parent listed in part 1 of schedule 1 (*The Original Parties*) as original borrowers in the Facility Agreement being Darius Capital Limited, A R Holdings Limited, Austin Reed Group Limited, Austin Reed Limited, Country Casuals Limited, Austin Reed Credit Services Limited; and Country Casual Holdings Limited (the "Original Borrowers").

"Original Guarantor" means the "Subsidiaries" of the Parent listed in part 1 of schedule 1 (*The Original Parties*) in the Facility Agreement being Darius Capital Limited, A R Holdings Limited, Austin Reed Group Limited, Austin Reed Limited, Country Casuals Limited, Austin Reed Credit Services Limited; and Country Casual Holdings Limited (together with the Parent, the "Original Guarantors").

"Original Lender" means Landsbanki Islands h.f.

"Parent" means A R Holdings Limited.

"Party" means a party to the Debenture and/or Facility Agreement.

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world but excluding Excluded Leasehold Property (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Receiver" means a receiver or manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

"Resignation Letter" means a letter substantially in the form set out in schedule 8 (*Form of Resignation Letter*) in the Facility Agreement.

"Secured Documents" means the Finance Documents and the ABL Finance Documents.

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate, and each agent and lender from time to time party to the ABL Facility Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Selection Notice" means a notice substantially in the form set out in part II of schedule 3 (*Requests*) given in accordance with clause 11 (*Interest Periods*) in the Facility Agreement in relation to a Term Facility.

"Term Facility" means Facility A, Facility B or Facility C.

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in clause 3.7 of part I of schedule 2 (*Conditions Precedent*) in the Facility Agreement and any document required to be delivered to the Agent under clause 13 of part II of schedule 2 (*Conditions Precedent*) in the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents or the ABL Finance Documents.

"Utilisation Request" a notice substantially in the relevant form set out in part I of schedule 3 (*Requests*) of the Facility Agreement.

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FILE COPY



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

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

COMPANY No. 00399575

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th MARCH 2007 AND CREATED BY AUSTIN REED LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER 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 4th APRIL 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 2007.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

How