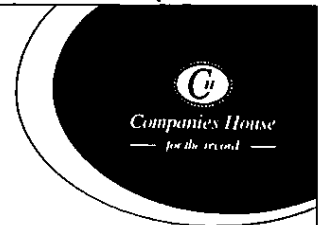


MG01

Particulars of a mortgage or charge

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A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

☐ **What this form is NOT**
You cannot use this form
particulars of a charge f
company. To do this, ple
form MG01s.

FRIDAY



LD2 06/11/2009 126
COMPANIES HOUSE

1 Company details

Company number 0 2 9 0 6 1 4 8

Company name in full BLACKS DISTRIBUTION HOLDINGS LIMITED

FOR OFFICIAL USE

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 0 2 m 1 1 y 2 0 y 0 9

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description A debenture dated 2 November 2009 (the Debenture) between, amongst others, The Outdoor
Group Limited and Bank of Scotland plc as Security Trustee, Arranger, Ancillary Facility Bank,
Working Capital Bank, Hedging Bank and Original Lender.
Please see continuation sheet to section 6 which sets out the definitions of the capitalised terms
used above.

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured 2 Covenant to pay
Each Chargor, as primary obligor and not merely as surety,
covenants with the Security Trustee that it will pay or discharge on
demand the Secured Liabilities on the date(s) on which such Secured
Liabilities are expressed to become due and payable and in the
manner provided for in the relevant Finance Document.
Secured Liabilities means any and all present and future sums,
liabilities and obligations (actual or contingent and whether owed
solely or jointly with any other person and whether as principal or
surety) owing, payable or incurred by any Obligor to any Secured
Creditor in any currency under the Finance Documents.
Please see continuation sheet to section 6 which sets out the
definitions of the capitalised terms used above.

Continuation page
Please use a continuation page if
you need to enter more details.

MG01

Particulars of a mortgage or charge

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name

PLEASE SEE CONTINUATION SHEET.

Address

Postcode

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

1.1 Definitions

Account means a Collection Account or Prepayment Account (but excludes, for the avoidance of doubt, the Payment Account and the Migrating Accounts).

Assigned Agreements means the Hedging Documents and any other agreement designated as an Assigned Agreement by the Security Trustee and the Borrower, together (in each case) with all Related Rights.

Chargor means each Original Chargor and each Additional Chargor.

Collection Account means, in relation to a Chargor:

- (a) any of its accounts specified as such in Part C of Schedule 2 and all Related Rights; and
- (b) any other account opened or maintained by it (other than a Prepayment Account, the Migrating Accounts or the Payment Account) and all Related Rights.

Discharge Date means the date on which the Security Trustee (acting reasonably) is satisfied that all Secured Liabilities have been fully paid and discharged.

Enforcement Event means the occurrence of an Event of Default which is continuing and which has resulted in the Agent exercising any of its rights under clause 23.13 (Acceleration) of the Facility Agreement.

Finance Documents has the definition given to it in the Facility Agreement.

Group Shares means, in relation to a Chargor, the shares in any Group Member owned legally or beneficially by it (including the shares identified in respect of that Chargor in Part B of Schedule 2 (if any)) and all Related Rights.

PLEASE SEE CONTINUATION SHEET.

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Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	BANK OF SCOTLAND PLC as Security Trustee						
Address	THE MOUND						
	EDINBURGH						
Postcode	E	H	2		1	Y	Z
Name	BANK OF SCOTLAND PLC as Arranger						
Address	THE MOUND						
	EDINBURGH						
Postcode	E	H	2		1	Y	Z
Name	BANK OF SCOTLAND PLC as Ancillary Facility Bank						
Address	THE MOUND						
	EDINBURGH						
Postcode	E	H	2		1	Y	Z
Name	BANK OF SCOTLAND PLC as Working Capital Bank						
Address	THE MOUND						
	EDINBURGH						
Postcode	E	H	2		1	Y	z
Name	BANK OF SCOTLAND PLC as Hedging Bank						
Address	THE MOUND						
	EDINBURGH						
Postcode	E	H	2		1	Y	Z
Name	BANK OF SCOTLAND PLC as Original Lender						
Address	THE MOUND						
	EDINBURGH						
Postcode	E	H	2		1	Y	Z
Name							
Address							
Postcode							
Name							
Address							
Postcode							

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	Insurance Policy means, in relation to a Chargor, any contract or policy of insurance of any kind in which that Chargor has an interest from time to time and all Related Rights. Intellectual Property has the definition given to it in the Facility Agreement. Investments means, in relation to a Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of that Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights. Monetary Claims means, in relation to a Chargor, any book and other debts and monetary claims owing to that Chargor (other than in respect of any Account or the Payment Account) and all Related Rights. Obligor has the definition given to it in the Facility Agreement. Party means a party to this Agreement. Prepayment Account means, in relation to a Chargor: (a) any of its accounts specified as such in Part C of Schedule 2 and all Related Rights; and (b) any other account so designated by it and the Security Trustee and all Related Rights. Real Estate means, in relation to a Chargor: (a) any freehold, leasehold, licence or other interest in any immovable property (including the property identified in respect of that Chargor in Part A of Schedule 2 (if any) but excluding any Rack Rent Lease) and all Related Rights; and (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights. Related Rights means, in relation to any asset: (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset; (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset; (c) the proceeds of sale of all or any part of that asset; and (d) any other moneys paid or payable in respect of that asset. Secured Creditors means any Finance Party, as defined in the Facility Agreement including, for the avoidance of doubt, the Working Capital Bank and the Hedging Bank. Secured Liabilities means any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Obligor to any Secured Creditor in any currency under the Finance Documents. Security means any Security Interest created under or pursuant to this Debenture.	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	Security Assets means all the assets and undertaking of each Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to this Debenture. Security Interest means any mortgage, charge, pledge, lien, assignment or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect. Specified Intellectual Property means, in relation to a Chargor, the Intellectual Property identified in Part D of Schedule 2 and any other Intellectual Property notified to the Security Trustee pursuant to Clause 13.2 (Other undertakings) and (in each case) all Related Rights. 3. CREATION OF SECURITY 3.1 Legal mortgages Each Chargor charges and agrees to charge by way of first legal mortgage all Real Estate in England or Wales vested in it on the date of this Debenture (which includes for the avoidance of doubt the Real Estate identified in respect of that Chargor in Part A of Schedule 2). 3.2 Fixed charges Each Chargor charges and agrees to charge by way of first fixed charge all its rights, title and interest from time to time in and to: (a) Real Estate (to the extent not the subject of a mortgage under Clause 3.1 (Legal mortgages)); (b) Investments; (c) plant, machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights; (d) Accounts; (e) to the extent not effectively assigned under Clause 3.3 (Assignments) Insurance Policies and the Assigned Agreements to which it is party; (f) any goodwill and rights in relation to its uncalled capital; (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets; (h) Intellectual Property; (i) any beneficial interest, claim or entitlement of it to any assets of any pension fund; and (j) Monetary Claims. 3.3 Assignments Each Chargor assigns and agrees to assign by way of security all its right, title and interest from time to time in and to: (a) its Insurance Policies; and (b) each Assigned Agreement to which it is a party (in relation to the Hedging Documents, subject and without prejudice to the payment netting provisions set out in section 2(c) and the close-out netting provisions set out in section 6(e) of the International Swap Dealers Association, Inc. master agreement 1992 forming part of the Hedging Documents).

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged. 3.4 Floating charge (a) Each Chargor charges by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located, excluding: (i) the Payment Account; and (ii) any monies standing to the credit of the Payment Account, provided that the maximum amount in the Payment Account at any time shall not exceed £7,300,000 (plus interest). (b) The floating charge created by each Chargor pursuant to paragraph (a) shall be deferred in point of priority to all other Security. (c) The floating charge created by each Chargor pursuant to paragraph (a) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture. 5. RESTRICTION ON DEALINGS No Chargor may: (a) create or permit to subsist any Security Interest on any of the Security Assets; or (b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of all or any part of the Security Assets, unless permitted to do so under the Facility Agreement. 19. FURTHER ASSURANCES Each Chargor shall, at its own expense, take whatever action the Security Trustee or a Receiver may: (a) reasonably require for creating, perfecting or protecting any Security Interest intended to be created by or pursuant to this Debenture; (b) require for facilitating the realisation of any Security Asset on and after the occurrence of an Enforcement Event; (c) require for creating and perfecting security in favour of the Security Trustee over the assets of that Chargor located in any jurisdiction outside England and Wales; or (d) require for facilitating the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver in respect of any Security Asset, including: (i) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee; and (ii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Trustee may think expedient. SCHEDULE 2 - SECURITY ASSETS PART A -REAL ESTATE None at the date of this Debenture.	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	PART B - GROUP SHARES (i) West Coast Footwear Ltd 2 ordinary (ii) Manhattan Footwear Ltd 2 ordinary PART C - ACCOUNTS THE COLLECTION ACCOUNTS None at the date of this Debenture. PART D - SPECIFIED INTELLECTUAL PROPERTY (i) Trademarks None at the date of this Debenture. (ii) Trademarks under licence None at the date of this Debenture. (iii) Registered patents None at the date of this Debenture.

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Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

NONE.

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here.

Signature

Signature

X Freshfields Bruckhaus Deringer LLP X

This form must be signed by a person with an interest in the registration of the charge.

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Adam Gallagher/Margaret Rhodes**

Company name **Freshfields Bruckhaus Deringer LLP**

Address **65 Fleet Street**

Post town **London**

County/Region

Postcode **E C 4 Y 1 H S**

Country **UNITED KINGDOM**

DX **23 LONDON/CHANCERY LANE**

Telephone **020 7936 4000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2906148
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 NOVEMBER
2009 AND CREATED BY BLACKS DISTRIBUTION HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO ANY SECURED CREDITOR ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 6 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER
2009

plaw



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**