

MG01

Particulars of a mortgage or charge



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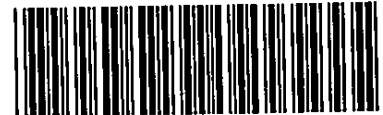
A fee is payable with this form.

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 for**
You cannot use this form to
register particulars of a charge for
company. To do this, please
use form MG01s

WEDNESDAY



A008RSAB

A34

09/03/2011

3

COMPANIES HOUSE

1 Company details

Company number 0 6 8 1 8 4 6 8

Company name in full Aurora Fashions Services Limited
(the "Chargor")

8 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 d2 d8 m0 m2 y2 y0 y1 y1

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 Debenture dated 28 February 2011 between (1) Aurora Fashions Group
Limited (2) Karen Millen Group Limited, (3) the Chargor and (4) the
Security Trustee (the "Debenture")

4 Amount secured

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

Amount secured As specified in the continuation page to this form

Continuation page

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

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5 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 Kaupthing Bank HF (the "Security Trustee")

Address Borgartun 26, 105 Reykjavik

Iceland

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

As specified in the continuation page to this form

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7 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

Nil

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 *Ewshel LLP*

X

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

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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 **Fiona Patterson**

Company name **Eversheds LLP**

Address **One Wood Street**

Post town **London**

County/Region

Postcode **E C 2 V 7 W S**

Country

DX **DX 154280 Cheapside 8**

Telephone **0845 497 9797**



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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

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Amount secured

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

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The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**") PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act.

Capitalised terms used in this form are defined in the Appendix to this form.

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

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Fixed Charges

- 1 The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Trustee the following assets:
 - 1.1 by way of first legal mortgage all its Property, including those (if any) listed in Schedule 5 (*Details of Property*) to the Debenture (as described in Schedule 4 to part 6 of this form);
 - 1.2 by way of first fixed charge
 - (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1 of the Debenture (as described at paragraph 1.1 above)),
 - (b) any other rights, title or interest of the Chargor in Property, wherever situated; and
 - (c) all Associated Rights in relation to its Property;
 - 1.3 by way of first fixed charge
 - (a) the Designated Chattels (if any) in respect of the Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 of the Debenture (as described at paragraphs 1.1 and 1.2 above), and
 - (b) all Associated Rights in relation to such Designated Chattels;
 - 1.4 by way of first fixed charge
 - (a) in respect of other chattels, all plant, machinery, vehicles and computer equipment now or in the future owned by the Chargor (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1, 3.1.2 or 3.1.3 of the Debenture (as described at paragraphs 1.1, 1.2 and 1.3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress);
 - (b) the Chargor's rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of Clause 3.1.4 of the Debenture (as described at paragraph (a) above of this paragraph 1.4), and

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- (c) the benefit of all Associated Rights relating to any chattel validly charged by Clause 3.1.4 of the Debenture (as described in this paragraph 1.4),
- 1 5 by way of first fixed charge
- (a) the Shares (if any) listed in respect of the Chargor in Schedule 6 (*Shares*) of the Debenture (as described in Schedule 5 to part 6 of this form); and
- (b) the Distribution Rights (if any) from time to time accruing to or on such Shares;
- 1 6 by way of first fixed charge:
- (a) all Investments which are capable of being charged (but not including Shares which are subject to a valid fixed charge under Clause 3.1.5 of the Debenture (as described at paragraph 1 5 above)); and
- (b) all Distribution Rights from time to time accruing to or on such Investments;
- 1.7 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3 2 3 of the Debenture (as described at paragraph 2.3 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest),
- 1.8 by way of first fixed charge
- (a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor; and
- (b) all rights and claims of whatever nature of the Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,
- 1.9 by way of first fixed charge, all of the Specified Bank Balances;
- 1 10 by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3 1 9 of the Debenture (as described at paragraph 1 9 above);

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- 1.11 to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3.2.4 of the Debenture (as described at paragraph 2.4 below), by way of first fixed charge, all Intellectual Property (if any) including the Intellectual Property listed at Schedule 4 (*Intellectual Property*) of the Debenture (as described in Schedule 3 to part 6 of this form) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);
- 1.12 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3.2.1 or 3.2.5 of the Debenture respectively (as described at paragraphs 2.1 and 2.5 below) but are capable of being effectively charged, by way of first fixed charge:
- (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets; and
 - (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations;
- 1.13 by way of first fixed charge, all the goodwill and uncalled capital of the Chargor; and
- 1.14 by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture.

Assignments by way of Security

2. As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Security Trustee all (if any) its rights, title and interest in and to the following assets:
- 2.1 all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations;
- 2.2 the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;
- 2.3 the Insurances and the benefit of all Insurance Proceeds of the Chargor;
- 2.4 the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the

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benefit of any Derivative Payments in respect of such Intellectual Property including the Intellectual Property listed at Schedule 4 (*Intellectual Property*) of the Debenture (as described in Schedule 3 to part 6 of this form), but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Trustee; and

- 2.5 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (Fixed charges) of the Debenture (as described at paragraph 1 above) or valid assignment pursuant to Clauses 3.2.1 to 3.2.4 of the Debenture (as described at paragraphs 2.1 to 2.4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture.

Floating Charge

3. As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charged in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future. The floating charge is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under any of the Transaction Security Documents in favour of the Security Trustee as security for the Secured Obligations

Conversion into fixed charge

- 3.1 By virtue of clause 3.6 of the Debenture, the Security Trustee may, at any time, by notice in writing to the Chargor, convert any floating charge created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:
- 3.1.1 an Event of Default has occurred which is continuing, or
- 3.1.2 the Security Trustee is of the view that: (a) such assets are in danger of being seized; (b) any legal process or execution is being enforced against such assets; (c) such assets are otherwise in jeopardy; or (d) steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor

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3 2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall require.

Automatic Crystallisation

3 3 In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of Clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3 1 above):

3.3.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security without the prior written consent of the Security Trustee, or

3.3.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, any floating charge created by the Debenture in relation to the Chargor shall, without any notice being given under Clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of the Chargor.

General

4 The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding

5 All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

6. Clauses 3.1.2 to 3.1 14 of the Debenture (as described at paragraphs 1 2 to 1.14 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each

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such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.

7. The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule to the Debenture (as described in the Schedules to part 6 of this form) shall not affect the validity or enforceability of the charges created by the Debenture

Control of monies received

8. The Chargor will collect (as agent for the Security Trustee) all Charged Debts and pay into such specially designated account with the Security Trustee or such other account with such other bank as the Security Trustee may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Security Trustee

- 9 The Chargor will not, without the prior written consent of the Security Trustee, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so.

- 10 Where the Collection Account attributable to the Chargor is not maintained with the Security Trustee in its capacity as Security Trustee, but with the Security Trustee in some other capacity or with some other bank or financial institution, and/or where any other Bank Balances are charged to the Security Trustee pursuant to the provisions of Clauses 3.1.9 or 3 1.10 of the Debenture (as described at paragraphs 1.9 and 1 10 above), the Chargor will procure that the Security Trustee (if such account is maintained with the Security Trustee in some other capacity than as Security Trustee) or such other bank or financial institution with whom the Collection Account attributable to the Chargor is maintained or where such other Bank Balances are held has received a notice in the form set out in Schedule 9 (*Form of notice to bank operation secured account*) of the Debenture and has issued a receipt and confirmation in respect of the notice as provided in such form.

11. The Chargor will not, without the prior consent of the Security Trustee or as expressly permitted by the Facilities Agreement, withdraw all or any monies from time to time standing to the credit of the Collection Account attributable to it or any other Bank Balances charged to the Security Trustee pursuant to the provisions of Clauses 3.1.9 or 3 1.10 of the Debenture (as described at paragraphs 1 9 and 1.10 above).

Restrictions applicable to Charged Contracts

- 12 The Chargor will perform all its obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts, nor waive any of its rights under

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the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Security Trustee and will promptly inform the Security Trustee of any material disputes relating to the Charged Contracts.

Restrictions on charges and disposals (Negative Pledge)

13. During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets, nor may it:

- (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in Clause 5 1 of the Debenture (as described in this paragraph 13), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

14. Clause 5 1 of the Debenture (as described in paragraph 13) does not apply to any Security which is Permitted Security or Permitted Transaction.

Definitions

15 Capitalised terms used in part 6 of this form are defined in the Appendix to this form

Schedule 1 (Specified Bank Balances)

	Name of Chargor	Name or designation of bank account	Number of bank account	Name of bank and branch at which account held
1	Aurora Fashions Services Limited	Collection Account	43002522	Barclays Bank - sort code 20-65-82
2	Aurora Fashions Services Limited	Collection Account	78093366	Barclays Bank - sort code 20-65-82

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3	Aurora Fashions Services Limited	Collection Account	53183041	Barclays Bank – sort code 20-65-82
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Schedule 2 (Charged Contracts)

The Debenture does not specify any Charged Contracts relating to the Chargor

Schedule 3 (Intellectual Property)

The Debenture does not specify any Intellectual Property relating to the Chargor.

Schedule 4 (Details of Property)

Name of legal and beneficial owner: Aurora Fashions Services Limited

Address of Property:	The property known as Land at Lakeside Industrial Estate, Stanton Harcourt, Witney OX29 5TR
	and described in more detail in the registered title ON257781
Freehold/Leasehold Estate:	Leasehold
Title Details (where applicable):	ON257781
County and District (or London Borough):	Oxfordshire

Schedule 5 (Shares)

The Debenture does not specify any Shares relating to the Chargor.

Schedule 6 (Designated Chattels)

The Debenture does not specify any Designated Chattels relating to the Chargor.

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

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"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset.

"Authorisation" has the meaning given to it in the Facilities Agreement.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts, but specifically excluding all monies (including interest) from time to time standing to the credit of the Barclays Accounts

"Barclays Accounts" means the bank accounts listed below and secured pursuant to the terms of a deed of charge over credit balances dated 13 November 2009 and made between Barclays Bank plc and Aurora Fashions Services Limited:

- (a) Aurora Fashions Services Limited Business Premium Account - sort code 20-65-82 account number 53803954;
- (b) Aurora Fashions Services Limited Business Premium Account - sort code 20-65-82 account number 93593142;
- (c) Aurora Fashions Services Limited Business Premium Account - sort code 20-65-82 account number 63245004,
- (d) Aurora Fashions Services Limited Business Premium Account - sort code 20-65-82 account number 43743896;
- (e) Aurora Fashions Services Limited Business Premium Account - sort code 20-65-82 account number 53832902,
- (f) Aurora Fashions Services Limited Business Premium Account - sort code 20-65-82 account number 63015092; and
- (g) Aurora Fashions Services Limited Business Premium Account - sort code 20-65-82 account number 73640193

"Charged Contracts" means those contracts (if any) brief particulars of which are set out in respect of the Chargor in Schedule 3 (*Charged Contracts*) of the Debenture (as described in Schedule 2 to part 6 of this form).

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"Charged Debts" means all book and other debts and all other rights and claims charged to the Security Trustee pursuant to clause 3 1.8 of the Debenture (as described at paragraph 1 8 of part 6 of this form).

"Collection Account" means the specially designated account with the Security Trustee or such other account with such other bank as the Security Trustee may from time to time direct for the purposes of Clause 7.11 (*Collection of Book Debts*) of the Debenture

"Companies Act" means the Companies Act 2006

"Deed of Accession" means a deed substantially in the form set out in Schedule 10 (*Form of Deed of Accession*) to the Debenture subject to such variations as the Security Trustee shall agree

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Chargor may derive from or be awarded or entitled to in respect of such asset.

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Chargor in Schedule 7 (*Designated Chattels*) to the Debenture (as described at Schedule 6 to part 6 of this form) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels.

"Discharge Date" means the date with effect from which the Security Trustee confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment.

"Event of Default" has the meaning given to it in the Facilities Agreement

"Facilities Agreement" means a facilities agreement made on 2 March 2009 between, amongst others, the First Chargor, the Second Chargor, the other Chargors, Kaupthing Bank HF as Original Lenders and the Security Trustee as amended and restated on or around the date hereof pursuant to the Second Deed of Amendment and Restatement

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"Finance Documents" has the meaning given to it in the Facilities Agreement.

"Financial Indebtedness" has the meaning given to it in the Facilities Agreement.

"First Chargor" means Aurora Fashions Group Limited

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

"Group" has the meaning given to it in the Facilities Agreement.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all the Chargor's interest in any of the foregoing

"Insurances" means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

"Investment" means any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the Debenture) now or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system

"Obligor" has the meaning given to it in the Facilities Agreement

"Original Lenders" means the financial institutions listed in Part 2 of Schedule 1 of the Facilities Agreement as lenders.

"Party" means a party to the Facilities Agreement.

"Permitted Security" has the meaning given to it in the Facilities Agreement

"Permitted Transaction" has the meaning given to it in the Facilities Agreement

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any other right, title, or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Second Chargor" means Karen Millen Group Limited.

"Second Deed of Amendment and Restatement" has the meaning given to it in the Facilities Agreement.

"Secured Assets" means the assets the subject of any Security created by the Debenture.

"Secured Parties" has the meaning given to it in the Facilities Agreement

"Security" has the meaning given to it in the Facilities Agreement.

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date.

"Shares" means all shares (if any) specified in Schedule 6 (*Shares*) to the Debenture in respect of the Chargor (as described in Schedule 5 to part 6 of this form) and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time, or any in which it has an interest

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) to the Debenture in respect of the Chargor (as described in Schedule 1 to part 6 of this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account.

"Transaction Security Documents" has the meaning given to it in the Facilities Agreement.

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars

Construction

In this form and its Appendices the following applies:

1. **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset,
2. the **"Chargor"**, the **"Security Trustee"** or any **"Party"** or **"Obligor"**, or any of the **"Secured Parties"**, shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
3. where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),
4. references to any Security **"created by the Debenture"** are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to the Debenture, or by, under or pursuant to any Deed of Accession;
5. a **"Finance Document"** or a **"Transaction Document"** or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated,
6. **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,
7. **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,
8. a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

unless the Debenture expressly states otherwise or the context requires otherwise,
(a) each reference in the Debenture to any provision of any statute or of any

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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

Short particulars

subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Debenture) and (b) each reference in the Debenture to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Debenture and whether amended or re-enacted since the date of the Debenture)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6818468
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28
FEBRUARY 2011 AND CREATED BY AURORA FASHIONS
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR AND EACH GRANTOR OF
SECURITY TO THE SECURED PARTIES (OR ANY OF THEM) 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 9 MARCH 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2011

Ne



Companies House
— for the record —



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