

MR01

Particulars of a charge



Companies House

214112113

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
charge. If delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record. Do not send the original

TUESDAY



S3B8D22J

SCT 01/07/2014 #328

COMPANIES HOUSE

1 Company details

Company number 0 8 9 2 5 7 2 1
Company name in full DELIA BIDCO LIMITED (the Company)

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 4 0 6 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name DUNEDIN LLP (SO302262) on behalf of itself and as security
trustee for the Loan Note Holders (as defined therein)

Name

Name

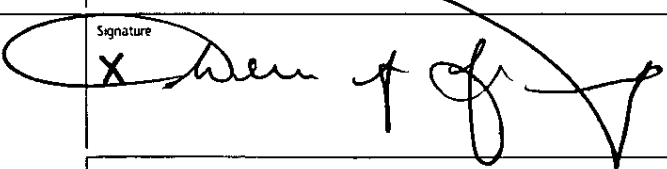
Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"
Brief description	<p>1 A fixed charge over the following property of the Company, owned now or in the future</p> <p>1 1 All Land (as defined therein) vested in or charged to the Company</p> <p>1 2 All intellectual property</p>	Please limit the description to the available space	
5	Other charge or fixed security	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ^①	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input checked="" type="checkbox"/></p>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	<p>Please sign the form here</p> <p>Signature </p> <p>This form must be signed by a person with an interest in the charge</p>	<p>.....</p> <p>For and on behalf of:</p> <p>CMS Cameron McKenna LLP, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN</p>

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name RD/DUN254 00002

Company name CMS Cameron McKenna LLP

Address Saltire Court

20 Castle Terrace

Post town Edinburgh

County/Region

Postcode E H 1 2 E N

Country

DX

Telephone



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8925721

Charge code: 0892 5721 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2014 and created by DELIA BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2014

R

Given at Companies House, Cardiff on 9th July 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER
S.859G COMPANIES ACT 2006

Date:1/7/2014.....
CMS Cameron McKenna LLP,
Saltire Court, 20 Castle Terrace,
Edinburgh EH1 2EN

C/M/S/

Law. Tax

DATE: 24 JUNE 2014

DEBENTURE

By

DELIA BIDCO LIMITED

In favour of

DUNEDIN LLP

This Deed is subject to the terms of the Intercreditor Agreement (as defined herein)

CMS Cameron McKenna LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN
T +44 131 228 8000
F +44 131 228 8888

THIS DEED is made the 24 June 2014

BY.

- 1 **DELIA BIDCO LIMITED** a private limited company incorporated under the laws of England and Wales with registered number 08925721 and having its registered office at Northwest Wing Bush House, Aldwych, London WC2B 4EZ (the "Owner")

IN FAVOUR OF

- 2 **DUNEDIN LLP**, a limited liability partnership registered in Scotland (with registered number SO302262) and having its registered office at Salure Court, 20 Castle Terrace, Edinburgh EH1 2EN on behalf of itself and as security trustee for the Loan Note Holders (the "Loan Note Security Trustee")

Definitions

Eurobond Loan Note Documents means the Eurobond Loan Notes and the Eurobond Loan Note Instrument

Eurobond Loan Note Holders means the holders of any of the Eurobond Loan Notes from time to time, including the Original Eurobond Loan Note Holders,

Eurobond Loan Note Instrument means the loan note instrument issued by Delia BidCo Limited dated on or around 24 June 2014 in the sum of £45,949,306,

Eurobond Loan Note Liabilities means all present and future monies and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of Delia BidCo Limited, Delia TopCo and E V Offshore Limited to the Eurobond Loan Note Holders under or pursuant to (i) the Eurobond Loan Notes, or (ii) any other loan agreement or debt instrument entered into between Delia BidCo Limited, Delia TopCo and E V Offshore Limited (or any of them) and Dunedin Buyout Fund III L P (or any other fund managed by Dunedin LLP from time to time),

Eurobond Loan Notes means any loan notes issued pursuant to the Eurobond Loan Note Instrument,

Executive Loan Note Documents means the Executive Loan Notes and the Executive Loan Note Instrument,

Executive Loan Note Holders means the holders of any of the Executive Loan Notes from time to time, including the Original Executive Loan Note Holders,

Executive Loan Note Instrument means the loan note instrument issued by Delia BidCo Limited dated on or around 24 June 2014 in the sum of £6,950,000,

Executive Loan Note Liabilities means all present and future monies and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of Delia BidCo Limited, Delia TopCo and E V Offshore Limited to the Executive Loan Note Holders under or pursuant to the Executive Loan Notes,

Executive Loan Notes means any loan notes issued pursuant to the Executive Loan Note Instrument,

Funding Loan Note Documents means the Funding Loan Notes and the Funding Loan Note Instrument,

Funding Loan Note Holders means the holders of any of the Funding Loan Notes from time to time, including the Original Funding Loan Note Holders,

Funding Loan Note Instrument means the loan note instrument issued by Delia BidCo Limited dated 24 June 2014 in the sum of £15,000,000,

Funding Loan Note Liabilities means all present and future monies and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of Delia BidCo Limited, Delia TopCo and E V Offshore Limited to the Funding Loan Note Holders under or pursuant to the Funding Loan Notes,

Funding Loan Notes means any loan notes issued pursuant to the Funding Loan Note Instrument,

Intercreditor Deed means the intercreditor deed dated on or around the date of this Deed between, among others, the Loan Note Security Trustee and the Owner, as amended, novated, supplemented, varied or replaced from time to time,

Loan Note Documents means the Funding Loan Note Documents, the Eurobond Loan Note Documents and the Executive Loan Note Documents,

Loan Note Holders means the Funding Loan Note Holders, the Eurobond Loan Note Holders and the Executive Loan Note Holders,

Loan Note Security Trustee. means Dunedin LLP on behalf of itself and as security trustee for the Loan Note Holders

1. OWNER'S OBLIGATIONS

The Owner will pay to the Loan Note Security Trustee on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Loan Note Security Trustee and the Loan Note Holders (present, future, actual or contingent and whether incurred alone or jointly with another) pursuant to the Loan Note Documents and include

- 1 1 **Interest** at the rate charged by the Loan Note Security Trustee, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Loan Note Security Trustee
- 1 2 any expenses the Loan Note Security Trustee or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with
 - 1 2 1 the **Property** charged by Clause 2. References to **Property** include any part of it
 - 1 2 2 taking, perfecting, protecting, enforcing or exercising any power under this deed

2. CHARGE

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, gives to the Loan Note Security Trustee

- 2 1 a fixed charge over the following property of the Owner, owned now or in the future
 - 2 1 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land. References to **Land** are to any interest in heritable, freehold or leasehold land
 - 2 1 2 all plant and machinery, including any associated warranties and maintenance contracts
 - 2 1 3 all the goodwill of the Owner's business
 - 2 1 4 any uncalled capital
 - 2 1 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities
- A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "**Control**" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others
- 2 1 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights
 - 2 1 7 the benefit of any hedging arrangements, futures transactions or treasury instruments
 - 2 2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by the Loan Note Security Trustee

3. RESTRICTIONS

The Owner will not, without the Loan Note Security Trustee's consent

- 3 1 permit or create any mortgage, standard security, charge or lien on the Property
- 3 2 dispose of the Property charged by Clause 2 1
- 3 3 dispose of the Property charged by Clause 2 2, other than in the ordinary course of business
- 3 4 call on, or accept payment of, any uncalled capital
- 3 5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements
- 3 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting
- 3 7 dispose of, part with or share possession or occupation of any of its Land

4. PROPERTY UNDERTAKINGS

The Owner will

- 4 1 permit the Loan Note Security Trustee at any time to inspect the Property
- 4 2 keep all Property of an insurable nature comprehensively insured (including if requested by the Loan Note Security Trustee, terrorism cover) to the Loan Note Security Trustee's reasonable satisfaction for its full reinstatement cost. In default, the Loan Note Security Trustee may arrange insurance at the Owner's expense
- 4 3 hold on trust for the Loan Note Security Trustee all proceeds of any insurance of the Property. At the Loan Note Security Trustee's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations
- 4 4 where required by the Loan Note Security Trustee, deposit with the Loan Note Security Trustee all insurance policies (or copies where the Loan Note Security Trustee agrees), and all deeds and documents of title relating to the Property
- 4 5 keep the Property in good condition
- 4 6 not, without the Loan Note Security Trustee's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations
- 4 7 pay all the money the Owner receives in respect of book and other debts into an account with the Bank. The Bank may specify the relevant account

5. CONVERSION OF FLOATING CHARGE TO FIXED CHARGE

- 5 1 The Loan Note Security Trustee may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Owner will not dispose of the affected Property without the Loan Note Security Trustee's consent
- 5 2 The floating charge will become a fixed charge if an administrator of the Owner is appointed

6. INVESTIGATING ACCOUNTANTS

The Loan Note Security Trustee may require the Owner to appoint a firm of accountants to review its financial affairs, if

- 6 1 any of the Owner's Obligations are not paid when due
- 6 2 the Loan Note Security Trustee considers that the Owner has breached any other obligation to the Loan Note Security Trustee

- 6 3 the Loan Note Security Trustee considers any information provided by the Owner to be materially inaccurate

Any review required will take place within 7 days of the Loan Note Security Trustee's request (or longer if the Loan Note Security Trustee agrees) The firm, and the terms of reference, must be approved by the Loan Note Security Trustee The Owner (and not the Loan Note Security Trustee) will be responsible for the firm's fees and expenses, but the Loan Note Security Trustee may make payment and the Owner will repay the Loan Note Security Trustee on demand

7. POSSESSION AND EXERCISE OF POWERS

- 7 1 The Loan Note Security Trustee does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Owner will continue in possession until the Loan Note Security Trustee takes possession
- 7 2 The Loan Note Security Trustee may take possession and enforce this deed without further delay if
- 7 2 1 the Loan Note Security Trustee demands payment of any of the Owner's Obligations
- 7 2 2 the Owner asks the Loan Note Security Trustee, or the Loan Note Security Trustee receives notice of intention, to appoint an administrator or an administration application is made
- 7 2 3 a meeting is called or a petition is presented for liquidation of the Owner
- 7 2 4 any security is enforced in respect of any assets of the Owner
- 7 3 Any purchaser or third party dealing with the Loan Note Security Trustee or a receiver may assume that the Loan Note Security Trustee's powers have arisen and are exercisable without proof that demand has been made
- 7 4 The Loan Note Security Trustee will not be liable to account to the Owner for any money not actually received by the Loan Note Security Trustee

8. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

The Loan Note Security Trustee may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner If the Loan Note Security Trustee appoints a receiver, the Loan Note Security Trustee may fix and pay the receiver's fees and expenses The receiver will be the Owner's agent and the Owner (and not the Loan Note Security Trustee) will be responsible for the acts, defaults and remuneration of the receiver

9. POWERS OF THE LOAN NOTE SECURITY TRUSTEE AND RECEIVERS

- 9 1 The Loan Note Security Trustee or any receiver may
- 9 1 1 carry on the Owner's business
- 9 1 2 enter, take possession of, and/or generally manage the Property
- 9 1 3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land
- 9 1 4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land References to Land or Property include land or property that is purchased by the Loan Note Security Trustee or a receiver under this power
- 9 1 5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land
- 9 1 6 complete any transactions by executing any deeds or documents in the name of the Owner
- 9 1 7 take, continue or defend any proceedings and enter into any arrangement or compromise
- 9 1 8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this
- 9 1 9 call up any uncalled capital with all the powers conferred by the Owner's articles of association

- 9 1 10 employ advisers, consultants, managers, agents, workmen and others
- 9 1 11 purchase or acquire materials, tools, equipment, furnishing, goods or supplies
- 9 1 12 do any acts which the Loan Note Security Trustee or a receiver considers to be incidental or beneficial to the exercise of their powers
- 9 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations
- 9 3 Joint receivers may exercise their powers jointly or separately
- 9 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law
- 9 5 The Loan Note Security Trustee may exercise any of its powers even if a receiver has been appointed
- 9 6 The Loan Note Security Trustee may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise the Loan Note Security Trustee will only exercise those rights as instructed by the Owner
- 9 7 The Loan Note Security Trustee may set off any amount due from the Owner against any amount owed by the Loan Note Security Trustee to the Owner. The Loan Note Security Trustee may exercise this right, without prior notice, both before and after demand. For this purpose, the Loan Note Security Trustee may convert an amount in one currency to another, using the prevailing market rate of exchange at the relevant time

10. APPLICATION OF PAYMENTS

- 10 1 The Loan Note Security Trustee may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Loan Note Security Trustee decides
- 10 2 If the Loan Note Security Trustee receives notice of any charge or other interest affecting the Property, the Loan Note Security Trustee may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Loan Note Security Trustee suspends the account(s), any payments received by the Loan Note Security Trustee for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date

11. PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 11 1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Loan Note Security Trustee or the Loan Note Holders now or in the future. The Loan Note Security Trustee or the Loan Note Holders may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Loan Note Security Trustee's or the Loan Note Holders' other rights
- 11 2 On request, the Owner will execute any deed or document, or take any other action required by the Loan Note Security Trustee, to perfect or enhance the Loan Note Security Trustee's security under this deed

12. POWER OF ATTORNEY

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Loan Note Security Trustee, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

13. CONSENTS, NOTICES AND DEMANDS

- 13 1 All consents, notices and demands must be in writing
- 13 2 The Loan Note Security Trustee may deliver a notice or demand to the Owner at its registered office or at the contact details last known to the Loan Note Security Trustee
- 13 3 A notice or demand signed by the Loan Note Security Trustee will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 p m on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday

13 4 A notice from the Owner to the Loan Note Security Trustee will be effective on receipt.

14. TRANSFERS

The Loan Note Security Trustee may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Loan Note Security Trustee to give that person or its agent any financial or other information about the Owner. References to the Loan Note Security Trustee include its successors.

15. LAW

15 1 English law applies to this deed and the English courts have exclusive jurisdiction.

15 2 For the benefit of the Loan Note Security Trustee, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by
the Owner

)
)
)
)
)



Director



Director/Secretary

If there is only one signature, which must be that of a Director, a witness is required.

Signed by the Director in the presence of

Witness' signature

Witness' name in full


Address

Occupation

Date 24.06.14

You must date
the document

Signed for the Loan Note Security Trustee



Designated Member,
for Juredon Ltd