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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

[4] [1] [1] [1]

Company number

05466774

Name of company

* KURT GEIGER HOLDINGS LIMITED (the "Company")

Date of creation of the charge

22 February 2008

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

Debenture (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document to which any member of the Group is a party (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (the "Secured Obligations")

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

THE ROYAL BANK OF SCOTLAND PLC as security trustee for the Secured Parties (the "Security Agent")
of 135 Bishopsgate, London,

Postcode EC2M 3UR

Presenter's name address and
reference (if any)

TRACY HOWELL
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

106659 120059 17968071

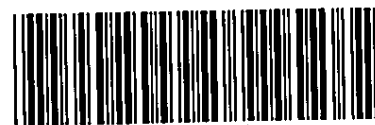
Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



AV58FXLF

A45

28/02/2008

311

COMPANIES HOUSE

1. GRANT OF SECURITY

1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Deed are created or made

- (a) in favour of the Security Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of all of the Secured Obligations

Continued at Addendum 4/4

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Particulars as to commission allowance or discount (note 3)

NIL

Signed DCA Piper

Date 27/2/08

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the 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, eg "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
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* KURT GEIGER HOLDINGS LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

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

Note.

In this form:

"Assigned Assets" means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 of the Deed (*Security assignments*),

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (i) the securities specified in part 2 of the schedule hereto (*Details of Security Assets*), and
- (ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Deed) as at 22 February 2008 or in future owned (legally or beneficially) by the Company in which the Company has an interest at any time,

"Charging Companies" means

- (a) the Original Charging Companies (as defined in the Deed), and
- (b) any other company which accedes to the Deed pursuant to an Accession Deed (as defined in the Deed),

"Deed Security" means the Security created or evidenced by or pursuant to the Deed or any Accession Deed (as defined in the Senior Facilities Agreement),

"Event of Default" means

- (i) before the Senior Discharge Date, a Senior Event of Default (both as defined in the Deed), and
- (ii) thereafter a Mezzanine Event of Default (as defined in the Deed),

"Finance Document" means any Senior Finance Document and any Mezzanine Finance Document,

"Group" means the Parent and each of its Subsidiaries (both as defined in the Senior Facilities Agreement) for the time being,

"Holding Account" means an interest bearing account

(i) held in the United Kingdom by a member of the Group with the Facility Agent (as defined in the Senior Facilities Agreement) or Security Agent,

(ii) identified in a letter between the Parent (as defined in the Senior Facilities Agreement) and the Facility Agent (as

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defined in the Senior Facilities Agreement) as a Holding Account, and

(iii) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent (acting reasonably),

(as the same may be redesignated, substituted or replaced from time to time),

"Insurances" means all policies of insurance (excluding the Key-man Policies (as defined in the Senior Facilities Agreement) which are at any time held by or written in favour of the Company, or which the Company from time to time has an interest,

"Intellectual Property" means

(i) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered in any country or jurisdiction, and

(ii) the benefit of all applications and rights to use such assets of each member of the Group,

"Intercreditor Deed" means the Intercreditor Deed dated 22 February 2008 and made between the Parent, the other Obligor, the Security Agent, the Joint Arrangers, the Facility Agent, Lloyds TSB Bank plc as mezzanine agent and the mezzanine arranger, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Mezzanine Lenders (as defined in the Intercreditor Deed), the Investors (as defined in the Senior Facilities Agreement) and certain others,

"Mandatory Prepayment Account" means an interest-bearing account

(i) held in the United Kingdom by a Borrower (as defined in the Senior Facilities Agreement) with the Facility Agent (as defined in the Senior Facilities Agreement) or Security Agent,

(ii) identified in a letter between the Parent (as defined in the Senior Facilities Agreement) and the Facility Agent (as defined in the Senior Facilities Agreement) as a Mandatory Prepayment Account,

(iii) subject to any Security in favour of the Security Agent which Security is in form and substance satisfactory to the Facility Agent (as defined in the Senior Facilities Agreement) and Security Agent (each acting reasonably), and

(iv) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement or as otherwise agreed between the Parent and the Facility Agent (both as defined in the Senior Facilities Agreement),

(as the same may be redesignated, substituted or replaced from time to time),

"Mezzanine Facility Agreement" means between (1) KG Group Holdings Limited as Parent, (2) KG Bidco Limited as Borrower, (3) Lloyds TSB Bank PLC as Mezzanine Agent, (4) Lloyds TSB Bank PLC as Mezzanine Arranger, (5) The Royal Bank of Scotland plc as Security Agent and (6) the parties listed therein as Lenders,

"Mezzanine Finance Document" means any "Finance Document" as such term is defined in the Mezzanine Facility Agreement

"Permitted Disposal" has the meaning given to that term

(i) before the Senior Discharge Date (as defined in the Deed), in the Senior Facilities Agreement, and

(ii) thereafter, in the Mezzanine Facility Agreement,

"Permitted Security" has the meaning given to that term

(i) before the Senior Discharge Date (as defined in the Deed), in the Senior Facilities Agreement, and

(ii) thereafter, in the Mezzanine Facility Agreement,

Name of company

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"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at 22 February 2008 or at any time thereafter, belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any)) in England and Wales specified in part 1 of the schedule hereto (*Details of Security Assets*)), together with

- (i) all buildings and fixtures (excluding trade fixtures which are not owned by the Company) and fixed plant and machinery at any time thereon,
- (ii) all easements, rights and agreements in respect thereof,
- (iii) all proceeds of sale of that property, and
- (iv) the benefit of all covenants given in respect thereof,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Senior Facilities Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (ii) all proceeds of any of the foregoing,

"Receiver" means any receiver, receiver and manager, administrator or (where the law allows) or administrative receiver appointed by the Security Agent under the Deed,

"Related Rights" means, in relation to any Charged Security

- (i) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (ii) below,
- (ii) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Contract" means

- (i) each Acquisition Document (as defined in the Senior Facilities Agreement),
- (ii) each Hedging Agreement (as defined in the Senior Facilities Agreement), and
- (iii) each agreement specified in part 5 of the schedule hereto (*Details of Security Assets*) together with each other agreement supplementing or amending or novating or replacing the same,

"Secured Parties" has the meaning given to that term in the Intercreditor Deed (as defined in the Senior Facilities Agreement),

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into for the purpose of and having the effect of providing security,

"Security Account" has the meaning given to that term in clause 10 6(a)(ii) of the Deed,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,

"Security Period" means the period beginning on the date of the Deed and ending on the date on which

- (i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

Name of company

*insert full name
of Company

* KURT GEIGER HOLDINGS LIMITED (the "Company")

(ii) no Secured Party has any further commitment, obligation or liability under or pursuant,

"Senior Facilities Agreement" means the sterling term and multicurrency revolving facilities agreement dated 22 February 2008 and made between (1) KG Group Holdings Limited as the Parent, (2) the parties listed in part 1 of schedule 1 thereto as the Original Borrowers, (3) the parties listed in part 1 of schedule 1 thereto as Original Guarantors, (4) Lloyds TSB Bank PLC and The Royal Bank of Scotland plc as Joint Arrangers, (5) the financial institutions listed in part 2 of schedule 1 thereto as the Original Lenders, (6) The Royal Bank of Scotland plc as Facility Agent, (7) The Royal Bank of Scotland plc as Security Agent, (8) Lloyds TSB Bank PLC as the Original Issuing Bank and (9) Lloyds TSB Bank PLC as the Original Ancillary Lender,

"Senior Finance Document" means any "*Finance Document*" as such term is defined in the Senior Facilities Agreement

Please note that definitions including the plural shall also include the singular.

Please see attached Schedule

Addendum 3/4

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

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

1.1 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

2. FIXED SECURITY

2.1 Fixed charges

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by or in which it from time to time has an interest (subject to any Permitted Security)

(a) by way of first legal mortgage

(i) the Real Property (if any) specified in part 1 of the schedule hereto (*Details of Security Assets*), and

(ii) all other Real Property (if any) at the date of the Deed vested in, or charged to the Company (not charged by clause 4 1(a)(i) of the Deed),

(b) by way of first fixed charge

(i) all other Real Property and all interests in Real Property (not charged by clause 4 1(a)(i) of the Deed), and

Name of company

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* KURT GEIGER HOLDINGS LIMITED (the "Company")

- (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land,
- (c) (to the extent permitted by the Relevant Contracts) by way of first fixed charge all plant and machinery (to the extent not charged by clause 4 1(a)(i) of the Deed or 4 1(b) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,
- (d) (to the extent permitted by the Relevant Contracts) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Deed), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of
 - (i) first fixed charge all the Charged Securities referred to in part 2 of the schedule hereto (*Details of Security Assets*),
 - (ii) first fixed charge all other Charged Securities (not charged by clause 4 1(e)(i) of the Deed),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge
 - (i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts,
 - (ii) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4 1(f)(i) of the Deed and
 - (iii) the Mandatory Prepayment Account and all monies at any time standing to the credit of the Mandatory Prepayment Account, which account shall at all times be operated in accordance with the terms of the Senior Facilities Agreement and the Mezzanine Facility Agreement,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing (but subject always to the proviso that any funds held in the Holding Account referred to in clause 12 4 (*Mandatory Prepayment Accounts and Holding Account*) of the Senior Facilities Agreement and clause 8 4 (*Mandatory Prepayment and Holding Account*) of the Mezzanine Facility Agreement shall not be secured by this clause),
- (g) by way of first fixed charge
 - (i) the Intellectual Property (if any) specified in part 4 of the schedule hereto (*Details of Security Assets*), and
 - (ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Deed),
- (h) to the extent that any of the Assigned Assets are not effectively assigned under clause 4 2 of the Deed (*Security assignments*), by way of first fixed charge those Assigned Assets,
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and
 - (ii) the benefit of any letter of credit issued in favour of the Company and all bills of exchange and other

Name of company

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negotiable instruments held by it, and

- (j) by way of first fixed charge all of the goodwill and uncalled capital of the Company

2.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom (save that the exercise of all rights and remedies in connection with such Relevant Contracts and any entitlement to all proceeds and claims arising therefrom shall, in the absence of an Event of Default which is continuing, be exercised at the sole discretion of the applicable Company, subject always to the terms of the Senior Facilities Agreement and the Mezzanine Facility Agreement),
- (b) the Insurances, all claims under the Insurances and all proceeds of the Insurances,
- (c) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing, and
- (d) whilst an Event of Default is continuing, all other Receivables (not otherwise assigned under clauses 4 2(a) of the Deed, 4 2(b) of the Deed or 4 2(c) of the Deed)

subject always, in each case, to the proviso that the Security Agent (in whatever capacity) shall release any funds recovered under the Relevant Contract or the Insurances to the Holding Account and any funds held in the Holding Account referred to in clause 12 4 (*Mandatory Prepayment Account and Holding Accounts*) of the Senior Facilities Agreement and clause 8 4 (*Mandatory Prepayment Account and Holding Accounts*) of the Mezzanine Facility Agreement shall not be assigned To the extent that any Assigned Asset described in clause 4 2 of the Deed (*Security assignments*) is not assignable, the assignment which that clause purports to effect shall operate only as an assignment of all present and future rights and claims of the Company to any proceeds of the Assigned Asset

2.3 Assigned Assets

The Security Agent shall not be obliged to take any steps necessary to preserve any of the Assigned Asset, to enforce any term of a Relevant Contract against any person, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed

3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future

- 3 1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4 1 of the Deed (*Fixed charges*), clause 4 2 of the Deed (*Security assignments*) or any other provision of the Deed, and
- 3 2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Agent may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if

- (a) an Event of Default has occurred and is continuing, or

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of Company

* KURT GEIGER HOLDINGS LIMITED (the "Company")

- (b) the Security Agent (acting reasonably) considers any Security Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

4.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company

4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
- (i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such a administrator (as contemplated by the Insolvency Act 1986)

This clause shall not apply to any Security Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

4.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 of the Deed (*Conversion by notice*) in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

5. CONTINUING SECURITY

5.1 Continuing security

The Deed Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any of the other Secured Party may at any time hold for any Secured Obligation

5.3 Right to enforce

The Deed may be enforced against each or any Company without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them

6. LIABILITY OF THE CHARGING COMPANIES RELATING TO SECURITY ASSETS

Name of company

*insert full name
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Notwithstanding anything contained in the Deed or implied to the contrary, each Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7. UNDERTAKINGS BY THE CHARGING COMPANIES

7.1 Restrictions on dealing

Unless expressly permitted to do so under the Senior Facilities Agreement and the Mezzanine Facility Agreement, no Company will do or agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security on any of the Security Assets (except a Permitted Security), or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset (except for a Permitted Disposal)

7.2 Security Assets generally

The Company will (to the extent that such obligations are not inconsistent with the terms of the Senior Facilities Agreement and the Mezzanine Facility Agreement)

- (a) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any materially onerous or restrictive obligation affecting any of the Security Assets,
- (b) not do, cause or permit to be done anything which is reasonably likely in any way to depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets (or make any omission which has such an effect) in any material respect

7.3 Dealings with and realisation of Receivables

- (a) The Company will
 - (i) without prejudice to clause 10.1 of the Deed (*Restrictions on dealing*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor, dispose or discount or in any other manner deal with any of the Receivables save as permitted by the Finance Documents,

8. FURTHER ASSURANCES

8.1 Further action

The Company shall, at its own expense, promptly take whatever action the Security Agent or a Receiver may properly require for

- (a) creating, perfecting or protecting the Security intended to be created by the Deed, and
- (b) after the Security intended to be created by the Deed has become enforceable facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may properly think expedient.

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8.2 Specific security

Without prejudice to the generality of clause 20.1 of the Deed (*Further action*), the Company will forthwith at the reasonable request of the Security Agent execute a legal mortgage, charge, assignment, assignation or other security over all or any of the Security Assets which are subject to or intended to be subject to any fixed security created by the Deed in favour of the Security Agent (including for the avoidance of doubt, any arising or intended to arise pursuant to clause 6 of the Deed (*Conversion of floating charge*)) in a form which is consistent with, and no more onerous than, the provisions of the Deed.

9. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Deed, including under clause 20 of the Deed (*Further assurances*) and which the Company has been requested in writing by the Security Agent to do, but has failed to do so promptly following such request. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

**M395 Continuation
sheet no.**

Company Number

05466774

Name of Company

KURT GEIGER HOLDINGS LIMITED (the "Company")

SCHEDULE

Details of Security Assets

Part 1 - Real Property

Registered land				
Charging Company	Address	County/District/ London Borough	Administrative Area	Title Number
Kurt Geiger Holdings Limited	Unit 16/17, White Lion Walk, Guildford, GU1 3DN	Surrey	Guildford Borough Council	SY558287
Kurt Geiger Holdings Limited	30 Hampstead High Street (Ground Floor and Basement), London NW3 1QA	London	Camden	NGL833314

Part 2 - Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held
Kurt Geiger Holdings Limited	Kurt Geiger Finance Limited	Ordinary shares of £1 00 each	12,625,100

Part 3 - Security Accounts

NONE

Part 4 - Intellectual Property

NONE

Part 5 - Relevant Contracts

NONE



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5466774
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22
FEBRUARY 2008 AND CREATED BY KURT GEIGER HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY MEMBER OF THE GROUP TO THE ROYAL
BANK OF SCOTLAND PLC AS SECURITY TRUSTEE FOR THE
SECURED PARTIES (THE 'SECURITY AGENT') AND/OR THE
OTHER 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 XII OF THE COMPANIES ACT 1985 ON THE 28 FEBRUARY
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 MARCH 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PJ