

230445/299
MG01

Particulars of a mortgage or charge



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 reg
particulars of a charge for a Sec
company. To do this, please use
form MG01s.

THURSDAY



A17NTKG2

A35

26/04/2012

#17

COMPANIES HOUSE

1 Company details

Company number 0 0 3 0 9 6 4 8

Company name in full MOTHERCARE FINANCE NO.2 LIMITED (the **Chargor**)

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 d1 d1 m0 m4 y2 y0 y1 y2

3 Description

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

Description A security agreement dated 11 April 2012 between the Chargor and HSBC
Bank plc (the **Security Agent**) as trustee for the Finance Parties (as
defined below) (the **Security Agreement**)

4 Amount secured

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

Amount secured The liabilities of the Obligors (as defined below)
under or pursuant to the Finance Documents (as
defined below) (the **Secured Liabilities**)

Continuation page

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

MG01**Particulars of a mortgage or charge****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

Name

HSBC BANK PLC

Address

8 CANADA SQUARE, CANARY WHARF

LONDON

Postcode

E 1 4 5 H Q

Name

Address

Postcode

Continuation page

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

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

See continuation sheets

Continuation page

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

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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 870).

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 866). 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 *Allen & Overy 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 SCR/LLEW/0013726-0002992

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 0000



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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Short particulars of all the property mortgaged or charged

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

Short particulars

1. CREATION OF SECURITY

1.1 Land

The Chargor charges:

- (a) by way of first fixed charge any Material Property owned by it at the date of the Security Agreement; and
- (b) by way of first fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Material Property

1.2 Investments

(a) The Chargor charges

- (1) by way of a first equitable mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and
 - (11) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes
- (1) any dividend or interest paid or payable in relation to it; and
 - (11) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

1.3 Equipment

The Chargor charges by way of first fixed charge all Equipment in so far as it is not charged by way of legal mortgage under clause 1.1 (Land) above.

1.4 Authorisations

The Chargor charges by way of fixed charge the benefit of all Authorisations held by it

1.5 Insurances

The Chargor assigns absolutely all its rights and interests in any

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Insurance held by it or on its behalf

1.6 Restricted Accounts

The Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it.

1.7 Relevant Contracts

The Chargor assigns absolutely all rights in respect of.

(a) all deeds and agreements to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of clauses 1 1 (Land) to 1 6 (Restricted Accounts) (inclusive) above in each case,

(b) any letter of credit issues in its favour, and

(c) any bill of exchange or other negotiable instrument held by it.

1.8 Intellectual Property

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

(a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,

(b) any copyright or other intellectual property monopoly right, or

(c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

1.9 Miscellaneous

The Chargor charges by way of first fixed charge.

(a) its goodwill,

(b) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset and the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in this paragraph (c);

(c) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (b) above, and

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(d) its uncalled capital.

1.10 Other assets

- (a) The Chargor charges by way of a first floating charge all its present and future business, undertaking and assets which are not otherwise not effectively mortgaged, charged by way of fixed charge or assigned under this clause 1.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Security Agreement

1.11 Trust

- (a) Subject to clause (b) below, if or to the extent that the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Security Agent
- (b) If the reason for any prohibition on assignment or charging referred to in clause (a) above is that.
 - (i) a consent or waiver must be obtained; or
 - (ii) a condition must be satisfied,

then the Chargor shall

 - (A) subject to clause (c) below, apply for the consent or waiver, and
 - (B) use all reasonable endeavours to satisfy the condition,

in each case promptly after the date of the Security Agreement or, if the Security Asset is acquired after the date of the Security Agreement, promptly after the date of acquisition.
- (c) Where the consent or waiver is not to be unreasonably withheld, the Chargor shall
 - (i) use all reasonable endeavours to obtain it as soon as possible; and
 - (ii) keep the Security Agent informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this clause 1 and, in relation to such Security Asset, the trust referred to in clause (a) above shall terminate

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2. NATURE OF SECURITY CREATED

The Security created under the Security Agreement is created.

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under the Security Agreement) over all present and future assets which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Agent as trustee for the Finance Parties, and
- (d) with full title guarantee (except that all covenants set out in the Law of Property (Miscellaneous Provisions) Act 1994 shall be
 - (i) subject to and qualified by any matter referred to in any Report on Title,
 - (ii) construed by omitting section 4(2)(b) of that Act insofar as any breach relates to the state or condition of the relevant Land,
 - (iii) subject to and qualified by any Security permitted under the Facility Agreement)

3. CONVERSION OF FLOATING CHARGE

3.1 Conversion on notice

- (a) Subject to clause 3.2 (Limitation) below, the Security Agent may by written notice to the Chargor at any time during the Security Period convert the floating charge created by the Chargor under the Security Agreement into a fixed charge in respect of any Security Asset specified in that notice if.
 - (i) an Event of Default has occurred and is continuing, or
 - (ii) the Security Agent (acting reasonably) considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.
- (b) The floating charge created by clause 1.10 (Other assets) above is a **qualifying floating charge** for the purpose of paragraph 14 of

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Schedule B1 to the Insolvency Act 1986.

3.2 Limitation

Clause 3 1 (Conversion on notice) above shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986

3.3 Automatic conversion

The floating charge created by the Chargor under the Security Agreement will convert automatically into a fixed charge.

- (a) if the Security Agent receives notice of an intention to appoint an administrator of the Chargor,
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed;
- (c) if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than as permitted by the Facility Agreement,
- (d) on the crystallisation of any other floating charge over the Security Assets,
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law

4. NEGATIVE PLEDGE

- (a) Except as permitted by the Facility Agreement, the Chargor shall not create nor permit to subsist any Security over any Security Asset
- (b) Except as expressly permitted by the Facility Agreement, the Chargor shall not
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group,
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

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(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(iv) enter into any other preferential arrangement having a similar effect,

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.

In this Form MG01.

Account Bank means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained

Accession Letter means a document substantially in the form set out in the Facility Agreement

Accounting Principles means IFRS.

Additional Borrower means a company which becomes an Additional Borrower in accordance with the Facility Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with the Facility Agreement.

Agent means HSBC Bank plc

Amendment Agreement means the agreement amending and restating the Facility Agreement dated on or about 11 April 2012 between, among others, the Company and the Agent

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with the Facility Agreement.

Ancillary Lender means each Lender which makes available an Ancillary Facility in accordance with the Facility Agreement

Assignment Agreement means means an agreement substantially in the form set out in the Facility Agreement or any other form agreed between the relevant assignor and assignee.

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

Base Currency means Sterling

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Bilateral Arrangement means:

- (a) a bilateral ancillary arrangement between a Lender and a member of the Group in existence as at the Effective Date, being:
 - (i) the £15,000,000 foreign exchange trading limit and the £7,500,000 settlement limit made available by Barclays Bank PLC as Bilateral Arrangement Lender, and
 - (ii) the facilities letter originally dated 23 April 2009, as renewed from time to time, with HSBC Bank plc as Bilateral Arrangement Lender, comprising:
 - (A) \$90,000,000 forward exchange contracts and currency options for Mothercare plc,
 - (B) £800,000 engagements for Early Learning Centre Limited,
 - (C) £1,800,000 engagements and £1,500,000 documents in trust for Mothercare UK Limited, and
 - (D) £15,000,000 import lines comprising documentary credits for Mothercare plc, Mothercare UK Limited and Childrens World Limited, and
- (b) any other bilateral ancillary arrangement which a Lender is proposing to provide to a member of the Group which has been notified to the Security Agent and approved by each other Lender as a Bilateral Arrangement

Bilateral Arrangement Lender means a Lender in its capacity as a lender under a Bilateral Arrangement.

Borrower means Mothercare plc or an Additional Borrower, unless it has ceased to be a Borrower in accordance with the Facility Agreement.

Commitment means a Revolving Facility Commitment or a Term Loan Commitment

Company means Mothercare plc.

Compliance Certificate means means a certificate substantially in the form set out in the Facility Agreement.

Effective Date means the date on which the Agent notifies the Company in writing that it has received, in form and substance satisfactory to it, (or that it has waived the receipt of) all of the documents and other evidence listed in schedule 2 to the Amendment Agreement.

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Equipment means, all buildings, fixtures, fittings and fixed plant and machinery

Event of Default means any event or circumstance specified as such in the Facility Agreement

Existing Joint Venture means any investment, or binding commitment to invest (including any investment by way of guarantees issued in respect of) in effect at the date of the Amendment Agreement, in any Joint Venture specified in the Facility Agreement.

Facility means the Revolving Facility or the Term Loan Facility

Facility Agreement means the facility agreement originally dated 12 May 2003 (as amended on 23 December 2005 and amended and restated on 27 April 2007, 26 April 2010 and 16 May 2011 and subject to a waiver and consent letter dated 2 March 2012 and as further amended and restated on or around the date of the Security Agreement) between, among others, the Chargor and HSBC Bank plc as Security Agent

Fee Letter means any agreement setting out fees payable to a Finance Party referred to in the Facility Agreement or under any other Finance Document

Finance Document means the Facility Agreement, any Fee Letter, a Bilateral Arrangement, the Subordination Agreement, any Accession Letter, any Hedging Agreement, any Hedge Counterparty Accession Agreement, any Resignation Letter, any Ancillary Document, any Compliance Certificate, any Transaction Security Document, any Transfer Certificate, any Assignment Agreement, any Utilisation Request and any other document designated as such by the Agent and the Company provided that where the term Finance Document is used in, and construed for the purposes of, the Facility Agreement, a Bilateral Arrangement or a Hedging Agreement shall be a Finance Document only as set out in:

- (a) the definition of Material Adverse Effect, Transaction Security Document and paragraph (a) of the definition of Permitted Transaction in the Facility Agreement, and
- (b) paragraph (a)(vi) of clause 1.2 (Construction), clause 18.1 (Transaction expenses), clause 19 (Guarantee and Indemnity), clause 24 (Events of Default) (other than clause 24.13 (Repudiation) and clause 24.17 (Acceleration)), clause 28.1 (Definitions), clause 28.2 (Appointment of the Security Agent), and clause 33 (Distribution of Proceeds of Enforcement) of the Facility Agreement

Finance Party means the Agent, the Security Agent, a Lender, a Bilateral Arrangement Lender, a Hedge Counterparty or any Ancillary

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Lender

Financial Indebtedness means any indebtedness for or in respect of:

- (a) monies borrowed and debit balances at banks or other financial institutions;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles;
- (g) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) (inclusive) above

Financial Year means the annual accounting period of the Group ending on or about 26 March in each year.

Group means the Company and its Subsidiaries for the time being (and, for the avoidance of doubt, shall not include any joint venture entity) and member of the Group means any one of them

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the

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Facility Agreement

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires or permits to be hedged.

Hedge Counterparty means any Lender which becomes a party to the Facility Agreement as a Hedge Counterparty after the Effective Date in accordance with the terms of the Facility Agreement

Hedge Counterparty Accession Agreement means a letter, substantially in the form set out in the Facility Agreement, with such amendments as the Agent may approve or reasonably require.

Hedging Letter means the letter dated on or before the date of the Amendment Agreement and made between the Security Agent and the Company describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Company of, and in relation to, the Facilities.

IFRS means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

Insurances means any contract or policy of insurance held by or on behalf of the Chargor or in relation to which the Chargor has a right of claim

Joint Venture means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity.

Land means all estates or interests in freehold or leasehold property

Lender means an Original Lender and any bank, financial institution, trust, fund or other entity which becomes a party to the Facility Agreement as a Lender in accordance with the terms of the Facility Agreement

Loan means a Revolving Facility Loan or a Term Loan

Majority Lenders means

- (a) until the Total Commitments have been reduced to zero, a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent of the Total Commitments (or, if the Total Commitments have

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been reduced to zero and there are no Loans then outstanding, aggregated more than 66% per cent of the Total Commitments immediately before the reduction); or

- (b) at any other time, a Lender or Lenders whose participation in the Loans then outstanding aggregate more than 66% per cent of all the Loans then outstanding.

Mandatory Prepayment Account is account number 73057023 (or such other number as the Agent may notify the Company as part of its account opening procedures)

Material Adverse Effect means a material adverse effect on.

- (a) the business, operations, property or condition (financial or otherwise) of the Group as a whole;
- (b) the ability of the Obligors (taken as a whole) to perform their payment obligations under the Finance Documents or to comply with clause 22 (Financial Covenants) of the Facility Agreement,
- (c) the validity or enforceability, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of the Finance Documents; or
- (d) any right or remedy of a Finance Party in respect of any of the Finance Documents.

Material Property means any Land other than any Rack Rent Property.

Mortgaged Property means all Material Property which forms part of the Security Assets

Obligor means a Borrower or a Guarantor.

Original Guarantor means each of Mothercare UK Limited, Chelsea Stores Holdings Limited, Childrens World Limited, Early Learning Centre Limited, Early Learning Holdings Limited, Mothercare (Holdings) Limited, Mothercare plc, Willowdown Limited, Clothing Retailers Limited, Mothercare Finance Limited, Mothercare Operations Limited, MiniClub UK Limited, Mothercare com Limited, The Mothercare Group Limited, Mothercare Nursery Furniture Limited, Mothercare Finance No 2 Limited, Chelsea Stores Limited, Early Learning Limited, Early Learning (UK) Limited, Mothercare Sourcing Limited, Gurgle Limited, Mothercare Retail Services Limited, and Princess Products Limited

Original Lender means Barclays Bank PLC and HSBC Bank plc

Permitted Transaction means.

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- (a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents;
- (b) subject to clauses 22.5 (Guarantor cover) and 26.7 (Resignation of a Guarantor) of the Facility Agreement the solvent liquidation or reorganisation of any member of the Group (other than an Obligor) so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group,
- (c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms,
- (d) the acquisition of shares for any employee share option trust in effect as at the date of the Amendment Agreement;
- (e) loans to, capital contributions in or acquisitions of shares issued by Existing Joint Ventures in an amount not exceeding £2,000,000 in the Financial Year ending on or about 26 March 2013, or
- (f) any other transaction agreed by the Majority Lenders

Quasi-Security means an arrangement or transaction as described in the Facility Agreement

Rack Rent Property means any leasehold Land leased on open market rent with no capital value attaching to that lease

Receiver means a receiver appointed pursuant to the Security Agreement or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Resignation Letter means a letter substantially in the form set out in the Facility Agreement.

Restricted Account means the Mandatory Prepayment Account and includes.

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and
- (b) any account which is a successor to a Restricted Account on any

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re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes.

Revolving Facility means the revolving credit facility made available under the Facility Agreement

Revolving Facility Commitment means.

- (a) in relation to an Original Lender, the amount in the Base Currency set out in the Facility Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with the Facility Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement

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

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

Security Assets means, in relation to the Chargor, all of its assets which are the subject of any Security created or to be created by the Security Agreement

Security Period means the period starting on the Effective Date and ending on the date on which all of the liabilities of the Obligors under each Finance Document have been unconditionally and irrevocably paid discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to a Facility

Subordination Agreement means the subordination agreement dated on or about the Effective Date and made between, among others, the Obligors, the Subordinated Intra-Group Creditors and the Agent

Subordinated Intra-Group Creditor means a non-Obligor who is party to the Subordination Agreement as a junior creditor

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006

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Please give the short particulars of the property mortgaged or charged

Short particulars

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

Term Loan Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set out in the Facility Agreement and the amount of any other Term Loan Commitment transferred to it under the Facility Agreement or assumed by it in accordance with the Facility Agreement; and
- (b) in relation to any other Lender, the amount in the Base Currency of any Term Loan Commitment transferred to it under the Facility Agreement or assumed by it in accordance with the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement

Term Loan Facility means the term loan facility made available under the Facility Agreement as described in the Facility Agreement

Total Commitments means the aggregate of the Total Revolving Facility Commitments and the Total Term Loan Commitments, being £90,000,000 at the Effective Date

Total Revolving Facility Commitments means the aggregate of the Revolving Facility Commitments, being £40,000,000 as at the Effective Date

Total Term Loan Commitments means the aggregate of the Term Loan Commitments, being £50,000,000 as at the Effective Date.

Transaction Security Document means each document entered into by any Obligor creating or expressed to create any Security in favour of the Finance Parties (or any of them) in respect of the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents.

Transfer Certificate means a certificate substantially in the form set out in the Facility Agreement or any other form agreed between the Agent and the Company

Treasury Transactions means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

Utilisation Request means a notice substantially in the form set out in the Facility Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 309648
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 11
APRIL 2012 AND CREATED BY MOTHERCARE FINANCE
NUMBER 2 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS 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 26
APRIL 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MAY 2012



Companies House
— for the record —



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

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