

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

533087

Name of company

\* Mothercare UK Limited (the "Chargor")

Date of creation of the charge

12th May, 2003

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

Security Agreement dated 12th May, 2003 between the Chargor and the Bank (as defined below) (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 in any other capacity whatsoever) of the Obligors (as defined below) to the Bank, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

HSBC Bank PLC, Retailing & Distribution, Level 24, 8 Canada Square,  
London (the "Bank")

Postcode E14 5HQ

Presentor's name address and  
reference (if any):Allen & Overy  
One New Change  
London  
EC4M 9QQ

SCR/AK/BK: 1054561.5

Time critical reference

For official Use  
Mortgage Section

Post room

LD7  
COMPANIES HOUSE

\*LW4C2LDX\*

0009  
30/05/03

Short particulars of all the property mortgaged or charged

Please see continuation sheet.

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Nil.

Signed

*Allen & Overy*

Date

*30<sup>th</sup> May, 2003*

On behalf of [company] [mortgagee/chargee]†

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Company: Mothercare UK Limited (533087)

Continuation Sheet

Page 1 of 3

Under clause 2.2 of the Deed, the Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in the Schedule (Security assets) attached to this Form 395 under the heading **Real Property**; and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property.

A reference above to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

Under clause 2.3 of the Deed, the Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or Assignment under clause 2 of the Deed.

**Note:**

**Under clause 4 of the Deed, the Chargor must not:**

- (a) create or permit to subsist any Security Interest on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

**except as expressly allowed under the Credit Agreement.**

**Under clause 5.11 of the Deed, the Chargor must not grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property.**

In this Form 395:

**Additional Borrower** means a member of the Group which becomes a Borrower after the date of the Credit Agreement

**Additional Guarantor** means a member of the Group which becomes a Guarantor after the date of the Credit Agreement

**Borrower** means the Company, an Original Borrower or an Additional Borrower

**Company** means Mothercare PLC (Registered number 1950509)

**Credit Agreement** means the £20,000,000 Credit Agreement dated 12th May, 2003 between Mothercare PLC and HSBC Bank PLC

**Group** means the Company and its Subsidiaries

**Guarantor** means the Company, an Original Guarantor or an Additional Guarantor

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Assets.

**Obligor** means a Borrower or a Guarantor

**Original Borrower** means Storehouse Finance PLC (Registered number 309648)

**Original Guarantor** means Childrens World Limited (Registered number 232232) and the Chargor

**Security Assets** means all assets of the Chargor the subject of any security created by the Deed.

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect.

**Subsidiary** means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

## SECURITY ASSETS

### REAL PROPERTY

TOWN	ADDRESS	TENURE	TITLE NUMBER
Bolton	The Commercial Hotel, Victoria Square	Freehold	LA309153
Doncaster	28 and 29 High Street	Freehold	SYK68561
East Ham	115 High Street North	Freehold	EGL69724
Horsham	31 and 32 West Street	Freehold	WSX261907
Ilford	Part of 114 High Road	Freehold	NGL199098
Peterborough	55-57 Bridge Street	Freehold	CB92309
Reading	14, 15, 16 and 16A King Street	Freehold	BK21029
Southport	8 Eastbank Street	Freehold	MS128646
Swansea	58, 59, 60 The Kingsway	Freehold	WA42479
Watford	Land and buildings on the West side of Cherry Tree Road	Freehold	HD6171

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00533087

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 12th MAY 2003 AND CREATED BY MOTHERCARE UK LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES OWED JOINTLY OR SEVERALLY OR IN ANY OTHER CAPACITY WHATSOEVER OF THE OBLIGORS (AS DEFINED) TO HSBC BANK PLC WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th MAY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JUNE 2003.

*P. Vernon*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

# M

COMPANIES FORM No. 403a  
**Declaration of satisfaction  
in full or in part  
of mortgage or charge**

~~17/12/20~~  
**403a**

**CHFP004**

Please do not write in  
this margin

Please complete  
legibly, preferably in  
black type or, bold  
block lettering

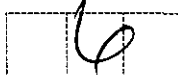
\*insert full name of  
company

Pursuant to section 403(1) of the Companies Act 1985

To the Registrar of Company  
(Address overleaf)

For official use

Company Number



00467924

Name of Company

\*Simon-Horizon Limited

<sup>1</sup> delete as appropriate

I, Richard John Catt

of Avenings, School Lane, Danehill, West Sussex, RH17 7JE

<sup>2</sup> insert a description of  
the instrument(s)  
creating or evidencing  
the charge, e.g.  
'Mortgage', 'Charge'  
'Debenture' etc.

a director<sup>1</sup> of the above company, do solemnly and sincerely declare that the debt  
for which the charge described below was given has been paid or satisfied in full<sup>1</sup>

<sup>3</sup> the date of registration  
may be confirmed from  
the certificate

Date and Description of charge<sup>2</sup> Composite Guarantee and Debenture dated 7  
April 1997

Date of Registration<sup>3</sup> 25 April 1997

Name and address of [chargee] [trustee for the debenture holders]<sup>1</sup>

Simon Engineering plc (now known as Simon Group plc) (Company Number  
00052665) whose registered office is at 1st Floor Priory House, 60 Station Road,  
Redhill, Surrey RH1 1PE.

<sup>4</sup>insert brief details of  
property

Short particulars of property charge<sup>4</sup>

Floating Charge over all the Company's undertaking, property, assets and revenues  
both present and future.

And I make this solemn declaration conscientiously believing the same to be true  
and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at Priory House, 60 Station Road, Redhill, Surrey, RH1 1PE Declarant to sign below

on 

Day	Month	Year
1	9	05
2	0	0
3		

before me

*Young Solicitor*  
A Commissioner for Oaths or Notary Public or Justice  
of the Peace or Solicitor having the powers conferred on  
a Commissioner for Oaths

**DOUGLAS SOLICITORS**  
**54 STATION ROAD**  
**REDHILL**  
**SURREY RH1 1PH**  
**DX 100207 REDHILL 1**