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CHFP025

Please do not
write in
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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

213347113
01

395

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

Company number

[R]

1467092

Name of company

* Games Workshop Limited("the Company")

Date of creation of the charge

21 July 2008

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

Debenture

Amount secured by the mortgage or charge

Please see Rider A

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

The Bank of Scotland plc("BoS"), 55 Temple Row, Birmingham

Postcode B2 5LS

Presentor's name address and
reference (if any)

Martineau Johnson
1 Colmore Square, Birmingham
B4 6AA

REF NXT/BA528208/171063

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

SATURDAY



A48

A06RZ1QX
26/07/2008
COMPANIES HOUSE

63

Short particulars of all the property mortgaged or charged

Please see Rider B

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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

M. A. B. B. B.

Date

24/7/08

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 situated 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**.

GAMES WORKSHOP LIMITED

COMPANY NUMBER: 1467092

RIDER A - AMOUNT SECURED BY CHARGE

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to **BoS** by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in **BoS** and including interest, discount, commission and other lawful charges or expenses which **BoS** may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual **BoS** rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the "Secured Liabilities")

If the Company shall fail to pay any amount under the Debenture when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to **BoS**

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date for payment

GAMES WORKSHOP LIMITED

COMPANY NUMBER: 1467092

RIDER B - SHORT PARTICULARS OF THE PROPERTY CHARGED

- 1 By way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,
- 2 By way of fixed charge -
 - 2 1 all estates or interests in any freehold or leasehold property belonging to the Company then or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1 above) together with all buildings and, fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,
 - 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
 - 2 3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,
 - 2 4 all plant and machinery of the Company then or in the future attached to property which is charged by the foregoing provisions of paragraphs 1 and 2 1-2 3 above,
 - 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
 - 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by way of paragraph 2.5 above, whether by way of dividend, distribution, interest or otherwise,
 - 2 7 all rights and interests in and claims under insurance contracts or policies then or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),
 - 2 8 all rights and interest and claims under all other insurance or assurance contracts or policies then or in the future held by or insuring to the benefit of the Company (including all money payable under them),
 - 2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs, and database rights in each case then or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of and any application for such rights,
 - 2 10 the benefit of all agreements and licences then or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in

- any part of the world of any such rights as are referred to in paragraph 2 9 but owned by others,
- 2 11 all the Company's rights then or in the future in relation to trade secrets, confidential information and know how in any part of the world
- 2 12 all present and future book debts of the Company,
- 2 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under paragraphs 2 7 or 2 8 or arising on fluctuating accounts with other Group Companies),
- 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets;
- 2 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and
- 2 16 all rights, money or property accruing or payable to the Company then or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charges under the foregoing provisions of paragraphs 1 and 2.1- 2 15 above
- 3 By way of floating charge all the Assets not effectively otherwise mortgaged charged or assigned by Clause 2 of the Debenture, including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2 of this Rider B
- 4 The Company with full title guarantee has assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of **BoS** (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities),
- (a) all the right, title and interest of the Company in and to any interest rate hedging agreements then or in the future entered into with any person, and
- (b) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture,
- 5 The Company will not without the previous written consent of **BoS** -
- 5 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance , trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of **BoS**) or
- 5 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or

- 5 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset
- 6 The Company shall
- 6 1 get in and realise all Receivables, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with clause 2 12 2 of the Debenture) upon trust for **BoS**, and
- 6 2 pay into its account with **BoS** (or as **BoS** may direct) all monies which it receives in respect of any Receivables, and
- 6 3 if called upon to do so by **BoS** execute a legal assignment of all or any of the Receivables to **BoS**
- 7 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Debenture

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

"Fixed Charged Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clauses 2 1, 2 2, 2 3 or (with effect from the date of its creation) any security created pursuant to clause 2 11 of the Debenture

"Group" means Games Workshop Group plc (company number 2670969) and each of its subsidiaries and **"Group Company"** shall be construed accordingly

"Permitted Disposal" means

- (c) the disposal of stock subject only to the floating charge created by clause 2 1 3 of the Debenture on an arms length basis in the ordinary course of trading,
- (d) disposal of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of **BoS** and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company,
- (e) disposal of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of **BoS** and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality

"Receivables" means all sums of money then or in the future receivable by the Company which consist of or are derived from any Asset referred to in clauses 2 1 1, 2 1 2, 2 2 or 2 3 of the Debenture or (with effect from the date of creation of any such security) any Assets comprised in any security created pursuant to clause 2 11 of the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1467092
CHARGE NO. 17

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 JULY 2008
AND CREATED BY GAMES WORKSHOP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE BANK OF SCOTLAND PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26
JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JULY 2008

PO
N/A



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES