

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

CHFP025

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 395 of the Companies Act 1985

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

Name of company

\* Transylvania Pets Limited

Date of creation of the charge

27th April 2001

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

Debenture

Amount secured by the mortgage or charge

See Rider A

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh

Postcode EH1 1YZ

Presentor's name address and reference (if any):

Dickson Minto W.S.  
11 Walker Street  
Edinburgh  
Tel: 0131 225 4455  
(Form Ref: GS030508)

Ref: KAS/CJM

Time critical reference

For official Use  
Mortgage Section

Post room



A43  
COMPANIES HOUSE

0526  
05/05/01

See Rider B

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)

N/A

Signed

*Dickson Mills*

Date

*4 May 2001*

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

# TRANSYLVANIA PETS LIMITED

(Registered Number 2487446)

## RIDER A - FORM 395 - (DEBENTURE)

### Amount secured by the charge

All or any monies and liabilities which will 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 and whether or not BoS shall have been an original party to the relevant transaction, 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 as well after as before any demand made or decree obtained under the Debenture.

Where:-

"BoS" means The Governor and Company of the Bank of Scotland;

"Company" means Transylvania Pets Limited (Company Number 2487446) of 58-60 Berners Street, London W1T 3JS.



**TRANSYLVANIA PETS LIMITED****(Registered Number 2487446)****RIDER B - FORM 395 (DEBENTURE)****Short particulars of all the property mortgaged or charged**

1. By way of legal mortgage all the freehold and leasehold property vested in the Company as at the date of the Debenture whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures to the extent that the same can be charged lawfully), plant and machinery which are at any time on the property.
2. By way of fixed charge:-
  - 2.1 all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures to the extent that the same can be charged lawfully), plant and machinery which are at any time on 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 and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures to the extent that the same can be charged lawfully), plant and machinery which are at any time on the property charged under the Debenture;
  - 2.3 all the Company's goodwill and uncalled capital for the time being;
  - 2.4 all present and future stocks, shares and other securities and investments owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
  - 2.5 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes,



disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

- 2.6 all present and future book and other debts and monetary claims of the Company whether payable at the date of the Debenture or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.2.4 of the Debenture);
  - 2.7 all present and future plant and machinery not otherwise charged under Clause 3 of the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress); and
  - 2.8 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest).
3. By way of floating charge all the Assets not effectively otherwise charged by Clause 3 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 sub-clause 3.1.2 of the Debenture, but so that, except as otherwise provided for in any facility letter between BoS and any Group Company from time to time;
- 3.1 the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by sub-clause 3.1.3 of the Debenture (otherwise than in favour of BoS) without the previous written consent of BoS; and
  - 3.2 the Company will have no power without the consent of BoS to part with or dispose of any part of those Assets except by way of sale or replacement in the ordinary course of its business.

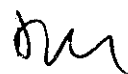


4. The charges and legal mortgages envisaged by 1, 2.1, 2.2 and 3 of this Rider and Clause 3.6.1 of the Debenture shall not take effect over or apply to any property held by the Company under a lease the terms of which either preclude the Company absolutely from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge and such consent has not been previously obtained until the relevant consents are obtained.
5. Under the terms of the Debenture the Company agrees that any moneys from time to time standing to its credit on any account with BoS may be retained as cover for and at any time without notice to the Company applied by BoS in or towards payment or satisfaction of any moneys or liabilities as at the date of the Debenture or thereafter from time to time due, owing or incurred by the Company to BoS in whatsoever manner whether presently payable or not, whether actually or contingently, whether solely or jointly with any other person and whether as principal or surety (but excluding for these purposes any contingent liability under the Vendor Guarantees).

Where:-

"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;
"Group"	means Entertainment Rights PLC (registered number 2402919), Link Licensing Limited (registered number 1974427) and each of their subsidiaries which is not dormant and "Group Company" shall be construed accordingly; and
"Vendor Guarantees"	means the guarantees of the £4,361,933 Floating Rate Guaranteed Unsecured Loan Notes (No. 1) 2002 and £2,000,000 Floating Rate Guaranteed Unsecured Loan Notes (No. 2) 2002 issued by BoS in an agreed form pursuant to the term loan (and guarantee facility) of up to £6,500,000 made available under a letter from BoS to Entertainment Rights PLC dated 26th March 2001.

Terms defined in Rider A shall have the same meaning in this Rider B.



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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02487446

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th APRIL 2001 AND CREATED BY TRANSYLVANIA PETS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER UNDER THE DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th MAY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th MAY 2001.

*[Handwritten signature]*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES