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in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



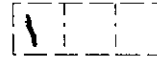
395

231384/16

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

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

For official use Company number



2624238

Name of company

* Childrens Scrapstore

Date of creation of the charge

11 July 2003

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

Legal Mortgage

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent which at the date of the Mortgage are or at any time thereafter may be due owing or incurred by the Mortgagor to the Bank (and whether a loan or jointly with any other person and in whatever style or name and whether as principal or surety) under or pursuant to the Loan Agreement 03/2214 of 16 June 2003 and side letter to Loan Agreement 02/2214 of 5 July 2003 and Loan Agreement 03/2216 dated 16 June 2003 together with interest to date of payment at such rate as may from time to time be charged by the Bank in accordance with its usual practice and commission and other banking charges and any legal and other proper costs, charges and expenses incurred by the Bank in relation to this Mortgage or in enforcing the security hereby created on a full and unqualified indemnity basis.

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

Triodos Bank NV, Brunel House, 11 The Promenade, Clifton, Bristol

Postcode BS8 3NN

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

Osborne Clarke
2 Temple Back East
Temple Quay BS1 6EG
DX 7818 Bristol

For official use
Mortgage section

Post room

A16
COMPANIES HOUSE0507
15/07/03Time critical reference
SCB/0736632

Com 395-1/2

Short particulars of all the property mortgaged or charged

See attached rider.

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lettering

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Signed *Deborah Clarke*

Date *14 July 2003*

On behalf of [company] ~~[mortgagee/chargee]~~*

*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 CF4 3UZ.

The Mortgagor with full title guarantee hereby charges Bristol Proving House, Sevier Street, Bristol BS2 9QS H M Land Registry Title number BL21512

to the Bank with the payment of all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured (including any expenses and charges arising out of or in connection with the acts or matters referred to in Clauses 7 and 8), so that the mortgages and charges hereby created shall be continuing securities, by way of legal mortgage, all and every interest in, over or relating to the Property (including fixtures and fittings thereon) which the Mortgagor now or hereafter has power so to charge and by way of equitable charges all other interests therein and the proceeds of sale thereof and all moneys in future received as compensation or under any policy of insurance effected in respect of the Property.

The Mortgagor with full title guarantee hereby assigns unto the Bank the full benefit of all licences (which expressions shall also include any registrations) held in connection with any business or businesses from time to time carried on in or upon the Property or any part or parts thereof subject to redemption on payment of all liabilities hereby secured. The Mortgagor will carry on such business or businesses in accordance with the standards of good management from time to time current in such business or businesses and will take out and maintain all necessary licences for the due carrying on of such business(es) and will not do or suffer to be done any act, matter or thing whereby any such licences may be lost or not renewed and will (to the fullest extent possible) at all times, at the Mortgagor's cost, execute all such instruments and do all such things as shall be requisite for transferring and vesting all or any such licences to and in the nominee(s) of the Bank or any other person(s) as the Bank may direct and the Mortgagor hereby irrevocably and by way of security appoints the Bank to be the attorney of the Mortgagor in the name of the Mortgagor to apply for and obtain the renewal of any such licences and to sign all proper notices and other documents and to do all necessary acts for assigning or transferring all or any such licences to such person(s) as the Bank may think fit. Without prejudice to the above the Mortgagor consents to the making of any protection order in respect of the Mortgaged Property or any part or parts thereof to such person or persons as the Bank or any Receiver appointed hereunder may specify and/or the transfer of any such licence as aforesaid and agrees that this Mortgage may be produced (and shall be admissible) as evidence of such consent.

In the event of the Bank taking possession of the Mortgaged Property (or any of it) then, without prejudice to Clause 8, the Bank is hereby authorised as agent for the Mortgagor to remove, store, sell or otherwise deal with any furniture or goods whatsoever which the Mortgagor shall fail or refuse to remove from such Mortgaged Property within seven days of being requested so to do by notice from the Bank and the Bank shall not be liable for any loss or damage occasioned to the Mortgagor. The Mortgagor shall indemnify the Bank against all expenses incurred by the Bank in relation to such furniture or goods and the Bank shall, upon receipt of satisfactory evidence that the Mortgagor is entitled to the proceeds of sale, account to the Mortgagor for the proceeds of any such sale after deducting any such expenses.

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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. 02624238

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 11th JULY 2003 AND CREATED BY CHILDREN'S SCRAPSTORE FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TRIODOS BANK NV 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 15th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JULY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —