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MG01

Particulars of a mortgage or charge



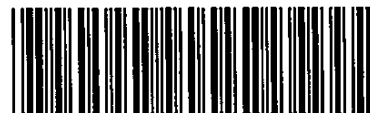
A fee is payable with this form

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

MONDAY



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LD3

07/11/2011

18

COMPANIES HOUSE

1 Company details

Company number 0 3 2 6 8 6 4 5

Company name in full Macnoll Limited (the "Charging Company")

3 For official use

→ **Filing 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 02 07 2011

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 supplemental debenture (the "**Supplemental Debenture**") dated 27 October 2011 created by the Charging Company in favour of Barclays Bank PLC as security agent for the Secured Parties on the terms and conditions set out in the Amended Intercreditor Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as Security Agent or as an additional Security Agent for the purpose of, and in accordance with, the Amended Intercreditor Agreement).

4 Amount secured

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

Amount secured In the Supplemental Debenture, the Charging Company has covenanted with the Security Agent as security agent for the Secured Parties that it shall on demand of the Security Agent discharge all obligations as and when they fall due in accordance with their terms which each Debtor may at any time have to the Security Agent (whether for its own account or as Security Agent for the Secured Parties) or any of the other Secured Parties under or pursuant to the Debt Documents (including the Supplemental Debenture and each Supplemental Mortgage) including any liability in respect of any further advances made under the Debt Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) (contd)

Continuation page

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

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Amount secured

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

Amount secured

and such Charging Company shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by each Debtor to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Supplemental Debenture or any Supplemental Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**")

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

Continuation page

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

Name Barclays Bank PLC as Security Agent

Address 5 The North Colonnade, Canary Wharf

London

Postcode E 1 4 4 B B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

In the Supplemental Debenture, in addition and without prejudice to the security information contained in Clause 3 (*Confirmation of Existing Security*) of the Supplemental Debenture and without prejudice but subject only to the Original Security

- a) the Charging Company has charged with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in such Charging Company at the date of the Supplemental Debenture shall be a charge by way of legal mortgage) all the Charging Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property,
- b) the Charging Company has charged with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Charging Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property; (contd.)

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- c) the Charging Company has charged with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Charging Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts,
- d) the Charging Company has charged with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Charging Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property;
- e) the Charging Company has charged with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Charging Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Charging Company;
- f) the Charging Company has charged with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Charging Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments,
- g) the Charging Company has charged with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Charging Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect

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of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);

- h) the Charging Company has charged with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge all the Charging Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Supplemental Debenture.

In the Supplemental Debenture, in addition and without prejudice to the security confirmation contained in Clause 3 (*Confirmation of Existing Security*) of the Supplemental Debenture and without prejudice but subject to the Original Security, the Charging Company has assigned and agreed to assign absolutely with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) to the Security Agent as security agent for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Charging Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

- a the proceeds of any Insurance Policy and all Related Rights;
- b. all rights and claims in relation to any Assigned Account; and
- c. the Specific Contracts.

In the Supplemental Debenture, in addition and without prejudice to the security confirmation contained in Clause 3 (*Confirmation of Existing Security*) of the Supplemental Debenture and without prejudice but subject to the Original Security, the Charging Company with full title guarantee (with all covenants implied thereby pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security) has charged in favour of the Security Agent as security agent for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Charging Company.

The floating charge created shall be deferred in point of priority to all fixed Security validly and effectively created by such Charging Company under the Debt Documents in favour of the Security Agent as security agent for the Secured Parties as security for the Secured Obligations

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Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Clause 4.3 (*Floating Charge*) of the Supplemental Debenture

The Supplemental Debenture contains a covenant for further assurance and a negative pledge

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In this MG01 (and continuation sheets):

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Amended Facility Agreement.

"Account" means any account opened or maintained by a Charging Company with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 26 (*Changes to the Obligors*) of the Amended Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Amended Facility Agreement.

"Arranger" means Barclays Capital and The Royal Bank of Scotland plc as mandated lead arrangers (whether acting individually or together)

"Agent" means Barclays Bank PLC.

"Amended Facility Agreement" means the Original Facilities Agreement as amended and restated by the Amendment and Restatement Agreement

"Amended Intercreditor Agreement" means the Original Intercreditor Agreement as amended by the Amendment and Restatement Agreement.

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 27 October 2011 between Clinton Cards PLC and Clinton Cards (Essex) Limited as Borrowers and Guarantors, GSG Holdings Limited, Papertree Limited, Birthdays Direct Limited, Birthdays Retail Limited, Clintons Card Services Limited, Debbie Lou's Friendship Stores Limited, Inspirations (U.K.) Limited, Macnoll Limited, Selectacard Limited, Strand Cards Limited, The Greetings Store Group Limited, William McCracken Limited and Lancedown Limited as Guarantors, the Lenders, the Bilateral Lenders, the Hedge Counterparties and Barclays Bank PLC as agent and security agent.

"Assigned Account" means any Account that may from time to time be designated as an Assigned Account by the Security Agent and the relevant Charging Company

"Bilateral Debtor" means any person which borrows any amount, or guarantees any amount borrowed, under a Bilateral Facility.

"Bilateral Facility" means:

- (a) each of the facilities listed in Schedule 11 (*Bilateral Facilities*) of the Amended Facility Agreement and any replacement of any such facility by the same Bilateral Lender with a facility of a similar type; and

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(b) any other facilities designated as such by the Lenders, the Company and the relevant Bilateral Lender.

"Bilateral Finance Document" means any document or documents documenting a Bilateral Facility including (as applicable) any internal ledgers of the relevant Bilateral Lender and any other documents or systems of the relevant Bilateral Lender evidencing or recording the terms of the relevant Bilateral Facility in accordance with customary practice for facilities or financial accommodation of that type.

"Bilateral Lender" means:

- (a) each of Barclays Bank PLC, National Westminster Bank plc and The Royal Bank of Scotland plc; and
- (b) any person which becomes Party as a Bilateral Lender pursuant to Clause 14.9 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement.

"Birthdays" means BIR Realisations Limited (formerly known as Birthdays Limited), a limited liability company incorporated in England and Wales with registered number 02013014.

"Birthdays Company" means each of Birthdays, Birthdays (Ireland) Limited, Blue Horizon Investments Limited and Lancedown Limited and any of their Subsidiaries from time to time.

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 (*Changes to the Obligors*) of the Amended Facility Agreement

"Charged Property" means all the assets and undertaking of each Charging Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Supplemental Debenture and/or any Supplemental Mortgage

"Company" means Clinton Card PLC, a limited company incorporated in England and Wales with registered number 00985739.

"Debt Documents" means:

- (a) the Senior Finance Documents,
- (b) the Bilateral Finance Documents;
- (c) the Security Documents, and
- (d) in addition, from the Effective Date, any other document designated as a "Debt Document" in accordance with the Amended Intercreditor Agreement

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"Debtor" means the Senior Debtors and the Bilateral Debtors.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Effective Date" means the date when the amendments to the Original Facilities Agreement set out in the Amendment and Restatement Agreement become effective

"Facility" means the revolving credit facility made available under the Facility Agreement as described in Clause 2.1 (*The Facility*) of the Amended Facility Agreement

"Fee Letter" means any letter or letters between the Arranger and the Company (or the Agent and the Company and the Security Agent and the Company) setting out any of the fees referred to in Clause 2.2 (*Increase*), Clause 13 (*Fees of the Amended Facility Agreement*) or any other fees payable in relation thereto

"Finance Document" means the Amended Facility Agreement, the Transaction Security Documents, the Bilateral Finance Documents, the Intercreditor Agreement, the Hedging Letter, the Warrant Documents, any Hedging Agreement, any Fee Letter, any Accession Letter, any Resignation Letter and any other document designated as such by the Agent and the Company

"Finance Party" means the Agent, the Arranger, the Issuing Bank from time to time party to the Amended Facility Agreement, the Security Agent, each Lender, each Hedge Counterparty, and each Bilateral Lender.

"Group" means the Company and its Subsidiaries for the time being, but excluding each Birthdays Company and each Irish Company.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 26 (*Changes to the Obligors*) of the Amended Facility Agreement.

"Hedge Counterparty" means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

"Hedging Agreement" means any master agreement, schedule, confirmation or other agreement entered into by the Company and an entity which was a Lender at the time it entered into that agreement for the purpose of hedging interest rate liabilities in relation to the Facility.

"Hedging Letter" means the letter dated 30 March 2009 from the Company to Barclays Bank PLC and The Royal Bank of Scotland plc relating to the hedging arrangements of the Group.

"Insurance Policy" means any policy of insurance in which any Charging

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Company may from time to time have an interest

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Intercreditor Agreement" means the intercreditor agreement dated 30 March 2009 and made between, among others, the Company, the Borrowers, the Guarantors, the Agent and the Security Agent.

"Intra-Group Loan Agreement" means any agreement by which a member of the Group has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of a Charging Company or by any Security Agent, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Security Agent, nominee, fiduciary or clearance system).

"Irish Company" means each of Birthdays (Ireland) Limited and Clinton Cards (Ireland) Limited, but only if a liquidator has been appointed in respect of it.

"Issuing Bank" means any Lender which has notified the Agent that it has agreed to the Company's request to be an Issuing Bank pursuant to the terms of the Amended Facility Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the "Issuing Bank") provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Amended Facility Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of validity or enforcement by laws relating to insolvency,

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reorganisation and other laws generally affecting the rights of creditors;

- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the principle that in certain circumstances Security granted by way of fixed charge may be recharacterised as a floating charge or that Security purported to be constituted by an assignment may be recharacterised as a charge; and
- (d) similar principles, rights and defences under the laws of any relevant jurisdiction and any general principles of law which are set out in the qualifications to any legal opinions delivered to any Finance Party under or in relation to the Amended Facility Agreement.

"Lender" means

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 2.2 (*Increase*) or Clause 25 (*Changes to the Lenders*) of the Amended Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Amended Facility Agreement

"Letter of Credit" means a letter of credit, substantially in the form set out in Schedule 10 (*Form of Letter of Credit*) of the Amended Facility Agreement or in any other form requested by a Borrower and agreed by the Agent (with the prior consent of the Majority Lenders (acting reasonably)) and the Issuing Bank (acting reasonably).

"Majority Lenders" means:

- (a) if there are no Utilisations then outstanding, a Lender or Lenders whose Commitments aggregate more than $66\frac{2}{3}\%$ of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66\frac{2}{3}\%$ of the Total Commitments immediately prior to the reduction); or
- (b) at any other time, a Lender or Lenders whose participations in the Utilisations then outstanding aggregate more than $66\frac{2}{3}\%$ of all the Utilisations then outstanding.

"Material Leasehold Property" means any leasehold property in which a Charging Company has an interest which:

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Short particulars	<p>(a) on the date of the Supplemental Debenture or on the date on which such Charging Company acquires an interest in such property, has an unexpired term equal to or greater than twenty-five (25) years; and</p> <p>(b) has a book value or market value equal to or greater than £1,000,000</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to a Charging Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Charging Company is a party and any other assets, property, rights or undertaking of a Charging Company).</p> <p>"Mortgaged Property" means the freehold and leasehold property specified in the Schedule to each Supplemental Mortgage.</p> <p>"Obligor" means a Borrower or a Guarantor.</p> <p>"Original Borrowers" mean the Subsidiaries of the Company listed in Part I of Schedule 1 (<i>The Original Parties</i>) of the Amended Facility Agreement as original borrowers.</p> <p>"Original Facilities Agreement" means the revolving facility agreement (as amended and restated on 28 October 2005 and 30 March 2009 and as amended on 26 April 2006, 16 April 2009, 20 May 2009, 25 June 2009, 3 July 2009, 23 July 2009, 16 February 2011, 23 March 2011, 5 May 2011 and 16 May 2011) between Clinton Cards PLC as Original Borrower and Original Guarantor, Clinton Cards (Essex) Limited as Original Borrower and Original Guarantor, Birthdays Limited, Birthdays Direct Limited, Clinton Cards PLC, Clinton Cards (Essex) Limited, Clinton Cards (Ireland) Limited, Clintons Card Services Limited, Debbie Lou's Friendship Stores Limited, GSG Holdings Limited, Inspirations (U K) Limited, Lancedown Limited, Macnoll Limited, Papertree Limited, Selectacard Limited, Strand Cards Limited, The Greetings Store Group Limited, Thorpalm Greeting Cards Limited and William McCracken Limited as Original Guarantors, Barclays Capital and The Royal Bank of Scotland PLC as Arrangers, Barclays Bank PLC and The Royal Bank of Scotland PLC as Original Lenders and Barclays Bank PLC as Agent and Security Agent</p> <p>"Original Guarantors" mean the Subsidiaries of the Company listed in Part I of Schedule 1 (<i>The Original Parties</i>) of the Amended Facility Agreement as original guarantors (together with the Company).</p> <p>"Original Intercreditor Agreement" means the intercreditor agreement originally dated 30 March 2009 (as amended on 20 May 2009 and 25 June 2009) between, <i>inter alios</i>, Clinton Cards PLC as the Company and Barclays Bank PLC as the Agent and Security Agent.</p>	

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"Original Lenders" means the financial institutions listed in Part II of Schedule 1 (*The Original Parties*) of the Amended Facility Agreement as lenders

"Original Security" means the Security created under the Original Security Document.

"Original Security Document" means the debenture dated 23 March 2009 between Birthdays Limited, Birthdays Direct Limited, Clinton Cards PLC, Clinton Cards (Essex) Limited, Clintons Card Services Limited, Debbie Lou's Friendship Stores Limited, GSG Holdings Limited, Inspirations (U.K.) Limited, Lancedown Limited, Macnoll Limited, Papertree Limited, Selectacard Limited, Strand Cards Limited, The Greetings Store Group Limited, Thorpalm Greeting Cards Limited and William Mccracken Limited as the Charging Companies and the Security Agent.

"Party" means a party to the Amended Facility Agreement

"Permitted Security" means any Security or Quasi-Security permitted under Clause 23.3 (*Negative pledge*) of the Amended Facility Agreement

"Quasi-Security" means any Security over or affecting any asset acquired by a member of the Group after the Effective Date.

"Real Property" means (including as provided in Clause 1.9 (*Real Property*)) of the Supplemental Debenture, the Mortgaged Property and any present or future freehold or Material Leasehold Property and any other interest in land or buildings and all rights relating thereto in which any Charging Company has an interest

"Receiver" means a receiver or receiver and manager or (where the law allows) administrative receiver of the whole or any part of the Charged Property.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Resignation Letter" means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Amended Facility Agreement.

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Short particulars	<p>"Secured Parties" means the Security Agent, any Receiver or Delegate, the Agent, each Lender, the Arranger and the Issuing Bank, each Hedge Counterparty and each Bilateral Lender from time to time.</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into (wholly or partly) for the purpose of and having the effect of providing security.</p> <p>"Security Document" means any document entered into at any time (and, for the avoidance of doubt, including any document entered into on or before the date of the Supplemental Debenture) by any member of the Group creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations.</p> <p>"Senior Debtor" means a Borrower or a Guarantor.</p> <p>"Senior Finance Document" means the Amended Facility Agreement, the Transaction Security Documents, the Bilateral Finance Documents, the Intercreditor Agreement, the Hedging Letter, the Warrant Documents, any Hedging Agreement, any Fee Letter, any Accession Letter, any Resignation Letter and any other document designated as such by the Agent and the Company.</p> <p>"Shares" means all shares held by, to the order or on behalf of a Charging Company at any time (other than any shares in the capital of (i) any unlimited liability company and (ii) any company established or incorporated in a jurisdiction other than England and Wales).</p> <p>"Specific Contract" means any Hedging Agreement and any Intra-Group Loan Agreement</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which for this purpose shall be treated as including any person the shares or ownership interests in which are subject to Security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such Security</p> <p>"Supplemental Mortgage" means a charge by way of legal mortgage in respect of all or any part of the Real Property between a Charging Company and the Security Agent, in accordance with Clause 6 (Further Assurance) of the Original Security Document as incorporated into the Supplemental Debenture pursuant to and as provided in Clause 5.1 (Incorporation of terms) of the Supplemental Debenture, and substantially in the form set out in Schedule 3 (Form of Supplemental Mortgage) of the Supplemental Debenture</p> <p>"Tangible Moveable Property" means any plant, machinery, office</p>	

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equipment, computers, vehicles and other chattels (excluding any for the time being forming part of a Charging Company's stock in trade or work in progress) and all Related Rights.

"Transaction Security Document" means:

- (a) an English law governed Debenture dated 23 March 2009 provided by the Company and other members of the Group in favour of the Security Agent;
- (b) an English law governed Debenture dated 25 June 2009 provided by Birthdays Retail Limited in favour of the Security Agent;
- (c) an English law legal mortgage over Group HQ dated 23 March 2009 granted by Clinton Cards Essex Limited in favour of the Security Agent;
- (d) an Irish law debenture dated 24 March 2009 provided by Clinton Cards (Ireland) Limited in favour of the Security Agent;
- (e) an Irish law debenture dated 26 June 2009 provided by Birthdays (Ireland) Limited in favour of the Security Agent;
- (f) an Irish law share charge dated 23 March 2009 provided by:
 - (1) the Company in favour of the Security Agent in respect of shares in Clinton Cards (Ireland) Limited, and
 - (11) Birthdays in favour of the Security Agent in respect of shares in Birthdays (Ireland) Limited;
- (g) an Irish law share charge dated 25 June 2009 provided by Birthdays Retail Limited in favour of the Security Agent in respect of shares in Birthdays (Ireland) Limited;
- (h) an English law supplemental debenture dated on or about the Effective Date between the Company and other members of the Group in favour of the Security Agent in relation to the Debenture dated 23 March 2009 provided by the Company and other members of the Group in favour of the Security Agent;
- (1) an English law supplemental debenture dated on or about the Effective Date provided by Birthdays Retail Limited in favour of the Security Agent in relation to the Debenture dated 25 June 2009 provided by the Company and other members of the Group in favour of the Security Agent;
- (j) an English law supplemental legal mortgage dated on or about the Effective Date over Group HQ granted by Clinton Cards (Essex) Limited in favour of the Security Agent in relation to the English law legal mortgage over Group HQ dated 23 March

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Short particulars

2009 granted by Clinton Cards (Essex) Limited in favour of the Security Agent,

together with any other document entered into by any member of the Group creating, evidencing or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"Warrant Documents" means the Warrant Subscription Agreement, the Warrant Instrument and any other document or agreement entered into pursuant to or executed in connection with the Warrant Subscription Agreement or the Warrant Instrument or the rights set out in the Warrant Subscription Agreement or the Warrant Instrument.

"Warrant Instrument" means the warrant instrument dated 2 July 2009 entered into in accordance with the Warrant Subscription Agreement and made by Clinton Cards PLC in respect of certain warrants issued to Barclays Bank PLC and The Royal Bank of Scotland plc.

"Warrant Subscription Agreement" means the warrant subscription agreement dated 25 June 2009 and made between Clinton Cards PLC in respect of certain warrants issued to Barclays Bank PLC and The Royal Bank of Scotland plc.

MG01

Particulars of a mortgage or charge

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

None.

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 Clifford Chance LLP x

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



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 Anna Perry (70-40496033)

Company name

Clifford Chance LLP

Address 10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode

E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3268645
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 27 OCTOBER 2011 AND CREATED BY MACNOLL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH DEBTOR TO BARCLAYS BANK PLC AS
SECURITY AGENT OR ANY OF THE OTHER SECURED PARTIES
ON ANY ACCOUNT WHATSOEVER 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 7 NOVEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES