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CHFP025

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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

631518/78

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

2

06116179

Name of company

*Adams Kids Limited (the Chorgor)

Date of creation of the charge

25 April 2008

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

A debenture dated 25 April 2008 made between, amongst others, the Chorgor and Burdale Financial Limited (the **Debenture**)

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 each Obligor to the Lender except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (or its equivalent in any other jurisdiction) (the **Secured Liabilities**)

Please return
via
CH London Counter

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

Burdale Financial Limited, 53 Queen Anne Street, London (the Lender)

Postcode W1G 9HP

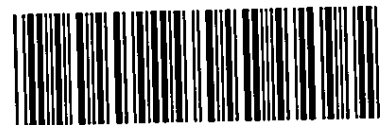
Presentor's name address and
reference (if any)

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
ADW/MXXM/49540 00041

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD4

LNXOVZBY

30/04/2008

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COMPANIES HOUSE

WEDNESDAY

1 Fixed Security

The Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1 2 7 of the Debenture

- (a) charged in favour of the Lender by way of a first legal mortgage all the property (if any) now belonging to it and specified in Schedule 2 of the Debenture and all other interests in any freehold or leasehold property now or in the future belonging to it, and
- (b) charged in favour of the Lender by way of a first fixed charge
 - (i) (to the extent that they are not within Clause 2(a) of the Debenture) all interests in any freehold or leasehold property now or in the future belonging to it,

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 *Denton Wilde Septh LLP*

Date *30 April 2008*

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

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

Notes

† delete as appropriate

- 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 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

Name of company

* Adams Kids Limited (the Chargor)

* insert full name
of company

Short particulars of all the property mortgaged or charged (continued)

- (ii) all Equipment (other than any Specified Equipment effectively mortgaged to the Lender by way of a first legal mortgage pursuant to Clause 2(e) of the Debenture) now or in the future belonging to it and its interest in any such Equipment in its possession now or in the future,
 - (iii) all of its benefits, claims and returns of premiums in respect of the Insurances,
 - (iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them,
 - (v) its goodwill and its uncalled capital both present and future,
 - (vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account,
 - (vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 2(b)(vi) of the Debenture,
 - (viii) its rights under any hedging arrangements,
 - (ix) any of its beneficial interest, claim or entitlement in any pension fund,
 - (x) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it,
 - (xi) its Intellectual Property including any revenues or other income arising thereunder and any claims for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever),
- (c) mortgaged and charged and agreed to mortgage and charge to the Lender all Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and
- (d) mortgaged and charged and agreed to mortgage and charge to the Lender all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge

PROVIDED THAT:

- (i) whilst no Event of Default is continuing, all dividends and other distributions paid or payable as referred to in paragraph (d) above may be paid directly to the Chargor (in which case the Lender or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Lender shall be paid promptly by it to the Chargor, and
- (ii) subject to Clause 5 4 3 of the Debenture whilst no Event of Default is continuing, all voting rights attaching to the relevant Group Shares may be exercised by the Chargor or, where the shares have been registered in the name of the Lender or its nominee, as the Chargor may direct in writing, and the Lender and any nominee of the Lender in whose name such Group Shares are registered shall execute any form of proxy or other document reasonably required in order for the

Name of company

* insert full name
of company

* Adams Kids Limited (the **Chargor**)

Chargor to do so

- (e) mortgaged and charged and agreed to mortgage and charge to the Lender the same to be a security by way of a first mortgage all of its right, title and interest in and to
 - (i) the Specified Equipment,
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment

2 Floating Charge

2.1 Creation

The Chargor as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1.2.7 of the Debenture charged in favour of the Lender by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 2 of the Debenture

3 Restrictions on dealings

The Chargor shall not

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Debenture, or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3.1 of the Debenture and except as provided for under the Finance Documents

4 Definitions

Accession Letter means a document substantially in the form set out in Schedule 5 of the Facility Agreement

Blocked Accounts means the bank accounts of the Chargor specified in Part I of Schedule 5 of the Debenture and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargor as the Lender may designate or approve

Book Debts means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor, and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

Borrower means a company listed in Schedule 1 of the Facility Agreement or which becomes a Borrower by virtue of Clause 24.2 of the Facility Agreement

Name of company

* insert full name
of company

* Adams Kids Limited (the Chargor)

Charged Accounts means the Blocked Accounts and the Other Accounts

Deed of Accession means a deed of accession substantially in the form set out in Schedule 6 of the Debenture

Equipment means (save to the extent that any such items form part of the Chargor's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Chargor and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located

Event of Default is defined in the Facility Agreement

Facility Agreement means the facility agreement dated 25 April 2008 between the Chargor and others as Borrowers and/or Guarantors and the Lender

Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property

Finance Documents means the Facility Agreement, the Security Documents, the Intercreditor Deed, any Accession Letter and any other document designated as such by the Lender and the Chargor

Group Shares means all shares specified in Schedule 4 of the Debenture or in the Schedule to any Deed of Accession or, when used in relation to the Chargor, such of those shares as are specified against its name in Schedule 4 of the Debenture or in the Schedule to any Deed of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to the Chargor) the Chargor from time to time

Guarantor means a company listed in Section 2 of Schedule 1 of the Facility Agreement or which becomes a Guarantor by virtue of Clause 24.3 of the Facility Agreement

Insurances means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest)

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property

Intercreditor Deed means the intercreditor deed dated 25 April 2008 between the Obligors, the Lender as Senior Creditor and John Shannon as Junior Creditor

Irish Charge means the charge over book debts and bank account governed by Irish law dated 25 April 2008 and made between Adams Childrenswear Limited and the Lender

Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture

Obligor means a Borrower or a Guarantor

Other Accounts means the bank accounts of the Chargor specified in Part II of Schedule 5 of the Debenture and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargor as the Lender

Company number

06116179

Name of company

* insert full name
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* Adams Kids Limited (the **Chargor**)

may designate or approve

Permitted Security Interest means any Security Interest which the Chargor is permitted to create or maintain under the terms of the Facility Agreement

Premises means any building or other edifice on the Mortgaged Property or other Security Asset

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after today's date on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares

Security Assets means all assets of the Chargor the subject of any security created by the Debenture (and includes the Mortgaged Property)

Security Documents includes (i) the Debenture, (ii) the Irish Charge and (iii) any other document from time to time executed by any person by way of security for the obligations of any Obligor pursuant to the Facility Agreement

Security Interest is defined in the Facility Agreement

Specified Equipment means the Equipment (if any) specified in Schedule 8 of the Facility Agreement or in the Schedule to any Deed of Accession

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 7 of the Debenture or in the Schedule to any Deed of Accession



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6116179
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 APRIL 2008
AND CREATED BY ADAMS KIDS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
BURDALE FINANCIAL LIMITED ON ANY ACCOUNT
WHATSOEVER 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 30 APRIL 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MAY 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**