



Registration of a Charge

Company name: **CHILDRENS WORLD LIMITED**

Company number: **00232232**



X76KAP5K

Received for Electronic Filing: **23/05/2018**

Details of Charge

Date of creation: **17/05/2018**

Charge code: **0023 2232 0007**

Persons entitled: **HSBC BANK PLC (AS SECURITY AGENT)**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 232232

Charge code: 0023 2232 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th May 2018 and created by CHILDRENS WORLD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2018 .

Given at Companies House, Cardiff on 25th May 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CONFIRMATORY SECURITY AGREEMENT

17 MAY 2018

**THE COMPANIES NAMED HEREIN
(the Chargors)**

**HSBC BANK PLC
(the Security Agent)**

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THIS DEED is dated 17 May 2018 and is made BETWEEN:

- (1) **MOTHERCARE PLC AND THE COMPANIES LISTED IN** Schedule 1 (The Chargors) (each a **Chargor** and together the **Chargors**); and
- (2) **HSBC BANK PLC** of 8 Canada Square, Canary Wharf, London, E14 5HQ as trustee for the Finance Parties (the **Security Agent**).

BACKGROUND:

- (A) Pursuant to a security agreement dated 11 April 2012 between the Chargors and the Security Agent (the **Original Security Agreement**) and the 2011 Security Agreement (defined below), each Chargor created Security over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) The Facility Agreement has been amended by an amendment and restatement agreement dated on or about the date of this Deed between, among others, the Chargors and the Security Agent (the **Amendment and Restatement Agreement**).
- (C) The Chargors and the Security Agent consider that the Security created by each Chargor under the Original Security Agreement secures payment of the Secured Liabilities (as defined below), but enter into this Deed in case it does not.
- (D) This Deed is supplemental to the Original Security Agreement and the 2011 Security Agreement.

1. DEFINITIONS AND INTERPRETATION

- (a) In this Deed:
 - (i) **2011 Security Agreement** means the English law security agreement dated 16 May 2011 between, among others, Mothercare UK Limited and the Security Agent;
 - (ii) **Confirmatory Security Agreement** means the English law confirmatory security agreement dated 5 May 2017 between, among others, Mothercare PLC and the Security Agent;
 - (iii) **Existing Security Agreement** means the Original Security Agreement, the 2011 Security Agreement or the Confirmatory Security Agreement;
 - (iv) **Intra-Group Liabilities** means the Liabilities owed by a Chargor to any other Chargor;
 - (v) **Intra-Group Loan Document** means any agreement or document evidencing the terms of the Intra-Group Liabilities;
 - (vi) **Liability** means any present or future liability (actual or contingent), together with:
 - (A) any permitted novation, deferral or extension of that liability;
 - (B) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs;

- (C) any claim for damages or restitution in the event of rescission of that liability or otherwise;
 - (D) any claim flowing from any recovery by a payment or discharge in respect of that liability on grounds of preference or otherwise; and
 - (E) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings.
- (vii) **Relevant Contract** means:
 - (A) an agreement specified in Schedule 5 (Relevant Contracts) to the Original Security Agreement (reproduced as Schedule 5 (Relevant Contracts) to this Deed); and
 - (B) any other agreement to which a Chargor is a party and which the Security Agent has designated a Relevant Contract;
- (viii) **Restricted Account** means any account specified in Schedule 4 (Restricted Accounts) to the Original Security Agreement (reproduced as Schedule 4 (Restricted Accounts) to this Deed) and includes:
 - (A) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred; and
 - (B) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes; and
- (ix) **Secured Liabilities** means the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents including those liabilities as amended by the Amendment and Restatement Agreement.
- (b) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (c) The principles of construction set out in Clause 1.2 (Construction) of the Facility Agreement apply to this Deed, insofar as they are relevant to it and subject to any necessary changes as they apply to the Facility Agreement.
- (d) Unless a contrary intention appears, any reference in this Deed to:
 - (i) this **Deed** is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
 - (ii) a **Chargor**, the **Security Agent** or any other **Finance Party** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of a Chargor, so far as any such is permitted);
 - (iii) a **Security Asset** includes the proceeds of sale of that Security Asset; and

- (iv) the **Security Agent** or any other **Finance Party** or a **Receiver** (except for the references in Clause 15 (Power of Attorney), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
 - (v) a mortgage or charge of any Material Property includes the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that Material Property or any moneys paid or payable in respect of those covenants; and
 - (vi) If the Security Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (e) The liabilities of the Chargors under this Deed are joint and several.

1.2 Third party rights

- (a) Each Finance Party, any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the parties to this Deed and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a party to this Deed.

1.3 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. COVENANT TO PAY

Each Chargor covenants with the Security Agent and the other Finance Parties that they will on demand pay and discharge the Secured Liabilities when due.

3. CONFIRMATION

Notwithstanding any new Security created pursuant to this Deed, each Chargor confirms to the Security Agent that:

- (a) any Security created by it under an Existing Security Agreement extends to the Secured Liabilities; and
- (b) the Security created under the Existing Security Agreements is and will remain in full force and effect on the terms of the respective Existing Security Agreements.

4. CREATION OF SECURITY

4.1 Land

Each Chargor charges:

- (a) by way of a first legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (Land charged by way of legal mortgage) to the Original Security Agreement (reproduced as Schedule 2 (Land charged by way of legal mortgage) to this Deed);
- (b) (to the extent not subject to the mortgage under Clause 4.1(a)) by way of first fixed charge any other Material Property owned by it at the date of this Deed; and
- (c) by way of first fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Material Property.

4.2 Investments

(a) Each Chargor charges:

- (i) by way of a first equitable mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, including but not limited to, any specified in Schedule 3 (Investments) opposite its name; and
- (ii) (to the extent that they are not the subject of a mortgage under Clause 4.2(a)(i)) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.

(b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:

- (i) any dividend, interest or other distribution paid or payable in relation to it; and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

4.3 Equipment

Each Chargor charges by way of first fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 4.1 (Land).

4.4 Authorisations

Each Chargor charges by way of fixed charge the benefit of all Authorisations held by it.

4.5 Insurances

Each Chargor assigns absolutely all its rights and interests in any Insurance held by it or on its behalf, including but not limited to, any specified in Schedule 6 (Insurances) opposite its name.

4.6 Restricted Accounts

Each Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it.

4.7 Relevant Contracts

Each Chargor assigns absolutely all rights in respect of:

- (a) all deeds and agreements to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of Clauses 4.1 (Land) to 4.6 (Restricted Accounts) (inclusive) in each case;
- (b) any letter of credit issues in its favour; and
- (c) any bill of exchange or other negotiable instrument held by it.

4.8 Intellectual Property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Schedule 7 (Intellectual Property) opposite its name;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

4.9 Intra-Group Liabilities

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) in respect of Intra-Group Liabilities owed to it; and
- (b) under each Intra-Group Loan Document to which it is a party.

4.10 Miscellaneous

Each Chargor charges by way of first fixed charge:

- (a) its goodwill;
- (b) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset and the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in this paragraph (b);
- (c) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (b) above; and
- (d) its uncalled capital.

4.11 Other assets

- (a) Each Chargor charges by way of a first floating charge all its present and future business, undertaking and assets which are not otherwise not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 4.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Deed.

4.12 Trust

- (a) Subject to Clause (b), if or to the extent that the assignment or charging of any Security Asset is prohibited, the relevant Chargor holds it on trust for the Security Agent.
- (b) If the reason for any prohibition on assignment or charging referred to in Clause (a) is that:

- (i) a consent or waiver must be obtained; or

- (ii) a condition must be satisfied,

then the relevant Chargor shall:

- (A) subject to Clause (c), apply for the consent or waiver; and

- (B) use all reasonable endeavours to satisfy the condition,

in each case promptly after the date of this Deed or, if the Security Asset is acquired after the date of this Deed, promptly after the date of acquisition.

- (c) Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:

- (i) use all reasonable endeavours to obtain it as soon as possible; and

- (ii) keep the Security Agent informed of the progress of the negotiations to obtain it.

- (d) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 4 and, in relation to such Security Asset, the trust referred to in Clause (a) shall terminate.

5. NATURE OF SECURITY CREATED

- (a) The Security created under this Deed is created:

- (i) as a continuing security to secure the payment and discharge of the Secured Liabilities;

- (ii) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets which are owned by the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;

- (iii) in favour of the Security Agent as trustee for the Finance Parties;

- (iv) with full title guarantee (except that all covenants set out in the Law of Property (Miscellaneous Provisions) Act 1994 shall be:

- (A) subject to and qualified by any matter referred to in any Report on Title;
 - (B) construed by omitting section 4(2)(b) of that Act insofar as any breach relates to the state or condition of the relevant Land; and
 - (C) subject to and qualified by any Security permitted under the Facility Agreement);
 - (v) in case the Security created by the Original Security Agreement does not secure all of the Secured Liabilities; and
 - (vi) in addition to and does not affect the Security created by the Original Security Agreement.
- (b) Where this Deed purports to create a first fixed Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Original Security Agreement until such time as the Security created by the Original Security Agreement ceases to have effect and any representation given in relation to the Security created by this Deed shall be deemed to be qualified accordingly.
- (c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.
- (d) The fact that no or incomplete details of any Security Asset are inserted in any schedule from Schedule 2 (Land charged by way of legal mortgage) to Schedule 7 (Intellectual Property) (inclusive) does not affect the validity or enforceability of this Security.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion on notice

- (a) Subject to Clause 6.2 (Limitation), the Security Agent may by written notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Deed into a fixed charge in respect of any Security Asset specified in that notice if:
- (i) an Event of Default has occurred and is continuing; or
 - (ii) the Security Agent (acting reasonably) considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.
- (b) The floating charge created by Clause 4.11 (Other assets) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

6.2 Limitation

Clause 6.1 (Conversion on notice) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

6.3 Automatic conversion

The floating charge created by a Chargor under this Deed will convert automatically into a fixed charge:

- (a) if the Security Agent receives notice of an intention to appoint an administrator of that Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;
- (c) if that Chargor creates or attempts to create Security over all or any of the Security Assets, other than as permitted by the Facility Agreement;
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law.

7. INCORPORATION

The provisions of clause 6 (Representations and Warranties) to clause 17 (Discharge of Security) (inclusive) (other than clause 14.1 (Application to Land Registrar)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

8. APPLICATION TO LAND REGISTRAR

Each Chargor consents to the registration against the registered titles specified opposite its name in Schedule 2 (Land charged by way of legal mortgage) of:

- (a) a restriction in the following terms:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of HSBC Bank plc referred to in the charges register or their conveyancer. (Form P)”; and
- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

9. MISCELLANEOUS

- (a) Each Existing Security Agreement will remain in full force and effect.
- (b) This Deed is designated a Finance Document.

10. GOVERNING LAW AND ENFORCEMENT

10.1 Governing law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

10.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This Clause 10.2 is for the benefit of the Security Agent and the other Finance Parties only. As a result, neither the Security Agent nor any other Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent and the other Finance Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a **DEED** and delivered on the date appearing at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

| Name of Chargor | Registered number (or equivalent, if any) |
|---------------------------------|--|
| Mothercare UK Limited | 00533087 |
| Chelsea Stores Holdings Limited | 05071053 |
| Childrens World Limited | 00232232 |
| Early Learning Centre Limited | 00102194 |
| Early Learning Holdings Limited | 04189976 |
| Mothercare plc | 01950509 |
| Mothercare (Holdings) Limited | 01289339 |
| Clothing Retailers Limited | 00307887 |
| Mothercare Finance Limited | 01382896 |
| Mothercare Operations Limited | 01416572 |
| MiniClub UK Limited | 01781095 |
| The Mothercare Group Limited | 00223360 |
| Early Learning Limited | 01103663 |
| Mothercare Sourcing Limited | 1509604 |
| Gurgle Limited | 06387888 |
| Princess Products Limited | 00354661 |

SCHEDULE 2

LAND CHARGED BY WAY OF LEGAL MORTGAGE

[deliberately left blank]

SCHEDULE 3**INVESTMENTS**

| Shareholder | Company | Shareholding |
|---------------------------------|---------------------------------|---|
| Mothercare (Holdings) Limited | Mothercare UK Limited | 28,445,999 ordinary shares of £1 each |
| Princess Products Limited | Mothercare UK Limited | 1 ordinary share of £1 |
| Mothercare plc | Chelsea Stores Holdings Limited | 40,000 ordinary shares of £1 each 37,937,999 preference shares of £1 each 1 special preference share of £1 each |
| Mothercare UK Limited | Childrens World Limited | 69,236,877 ordinary shares of £1 each |
| Early Learning Holdings Limited | Early Learning Centre Limited | 24,431,596 ordinary shares of £1 each |
| Chelsea Stores Holdings Limited | Early Learning Holdings Limited | 5,058,210 ordinary shares of £0.01 each |
| The Mothercare Group Limited | Mothercare (Holdings) Limited | 1 ordinary shares of £1 each |
| Retail Clothing Limited | Clothing Retailers Limited | 550,999 ordinary shares of £0.01 each 550,999 deferred shares of £1 each |
| Princess Products Limited | Clothing Retailers Limited | 1 ordinary share of £0.01 1 deferred share of £1 |
| Mothercare plc | Mothercare Finance Limited | 19,999 ordinary shares of £1 each |
| Princess Products Limited | Mothercare Finance Limited | 1 ordinary share of £1 |
| Mothercare plc | Mothercare Operations Limited | 100,449 ordinary shares of £1 each 2,359,336 redeemable shares £1 each |
| Princess Products Limited | Mothercare Operations | 1 ordinary share of £1 |

| Shareholder | Company | Shareholding |
|-------------------------------|------------------------------|---------------------------------------|
| | Limited | |
| The Mothercare Group Limited | Mini Club UK Limited | 2 ordinary share of £1 |
| Mothercare plc | The Mothercare Group Limited | 30,971,990 ordinary shares of £1 each |
| Early Learning Centre Limited | Early Learning Limited | 6,500 ordinary shares of £1 each |
| Mothercare plc | Mothercare Sourcing Limited | 2 ordinary share of £1 |
| Mothercare UK Limited | Gurgle Limited | 100,000 ordinary shares of £1 each |
| Mothercare plc | Princess Products Limited | 99 ordinary shares of £1 each |
| The Mothercare Group Limited | Princess Products Limited | 1 ordinary shares of £1 |

SCHEDULE 4
RESTRICTED ACCOUNTS

[deliberately left blank]

SCHEDULE 5
RELEVANT CONTRACTS

[deliberately left blank]

SCHEDULE 6**INSURANCES**

| Chargor | Insurer | Policy number | Risks insured |
|----------------|------------------------------|--|--|
| Mothercare plc | AFM | UK805309 | All risks property damage and business interruption |
| Mothercare plc | Lloyds | B1028DT00031S and 32S | Terrorism for specified sites |
| Mothercare plc | HDI Gerling | EL: 110-01152915-14129 PL: 110-01152915-14118 | Legal liability to pay damages or compensation to employees and third parties in connection with the business. |
| Mothercare plc | QBE Insurance (Europe) Ltd | Y098245QBE0118A | Excess public and product liability |
| Mothercare plc | Royal & Sun Alliance | RSAP9375408200 | Motor fleet |
| Mothercare plc | Chubb | UKBBBO17452118 | Personal accident and travel |
| Mothercare plc | AIG | 0033014252 | Directors and officers liability |
| Mothercare plc | ACE and AXA | XUK0021896F117A | Excess directors and officers liability |
| Mothercare plc | AIG | 0033650765 | Pension trustee liability |
| Mothercare plc | Royal & Sun Alliance | C083601S | Marine cargo, UK transit & overseas stock storage |
| Mothercare plc | British Engineering Services | EIC000003665 | Engineering inspection |

SCHEDULE 7
INTELLECTUAL PROPERTY

| Chargor | Trademark Number | Trademark Description | Filing Date |
|-------------------------------|-------------------------|------------------------------|--------------------|
| Early Learning Centre Limited | 1265390 | EARLY LEARNING CENTRE | 23.04.1986 |
| Early Learning Centre Limited | 1388145 | EARLY LEARNING CENTRE | 16.06.1989 |
| Early Learning Centre Limited | 1485490 | ELC | 13.12.1991 |
| Early Learning Centre Limited | 1584936 | EARLY LEARNING CENTRE | 31.10.1994 |
| Early Learning Centre Limited | 2110526 | EARLY LEARNING | 19.09.1996 |
| Early Learning Centre Limited | 2116380 | EARLY LEARNING CENTRE | 22.11.1996 |
| Early Learning Centre Limited | 2116430 | ELC | 22.11.1996 |
| Early Learning Centre Limited | 2116441 | EARLY LEARNING | 22.11.1996 |
| Mothercare UK Limited | 855429 | MOTHERCARE | 18.10.1963 |
| Mothercare UK Limited | 855430 | MOTHERCARE | 18.10.1963 |
| Mothercare UK Limited | 860200 | MOTHERCARE | 13.02.1964 |
| Mothercare UK Limited | 865467 | Mothercare | 11.06.1964 |
| Mothercare UK Limited | 868375 | Mothercare. | 21.08.1964 |
| Mothercare UK Limited | 871223 | Mothercare | 03.11.1964 |
| Mothercare UK Limited | 878023 | Mothercare | 08.04.1965 |
| Mothercare UK Limited | 882095 | Mothercare. | 19.07.1965 |
| Mothercare UK Limited | 882097 | Mothercare | 19.07.1965 |
| Mothercare UK Limited | 882103 | Mothercare | 19.07.1965 |
| Mothercare UK Limited | 921011 | Mothercare. | 13.02.1968 |

| Chargor | Trademark Number | Trademark Description | Filing Date |
|-----------------------|-------------------------|------------------------------|--------------------|
| Mothercare UK Limited | 921012 | Mothercare. | 13.02.1968 |
| Mothercare UK Limited | 1107497 | Mothercare | 10.01.1979 |
| Mothercare UK Limited | 1286096 | MOTHERCARE | 01.10.1986 |
| Mothercare UK Limited | 1305497 | MOTHERCARE | 31.03.1987 |
| Mothercare UK Limited | 1364630 | MOTHERCARE | 24.11.1988 |
| Mothercare UK Limited | 1465080 | MOTHERCARE | 17.05.1991 |
| Mothercare UK Limited | 1472773 | m | 06.08.1991 |
| Mothercare UK Limited | 1472774 | MOTHERCARE | 06.08.1991 |
| Mothercare UK Limited | 2244716 | MOTHERCARE | 07.09.2000 |
| Mothercare UK Limited | 2485942 | m | 25.04.2008 |
| Mothercare UK Limited | 2486891 | MOTHERCARE | 07.05.2008 |

SIGNATORIES

EXECUTED AS A DEED by)
MOTHERCARE PLC)
acting by a director in the presence of:)

Signature of witness:

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
MOTHERCARE UK LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
CHELSEA STORES HOLDINGS)
LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
CHILDRENS WORLD LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
EARLY LEARNING CENTRE)
LIMITED)
acting by a director in the presence of:)

[Redacted]

Signature of witness:

[Redacted]

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YX

EXECUTED AS A DEED by)
EARLY LEARNING HOLDINGS)
LIMITED)
acting by a director in the presence of:)

[Redacted]

Signature of witness:

[Redacted]

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YX

EXECUTED AS A DEED by)
MOTHERCARE (HOLDINGS))
LIMITED)
acting by a director in the presence of:)

[Redacted]

Signature of witness:

[Redacted]

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YX

EXECUTED AS A DEED by)
CLOTHING RETAILERS LIMITED)
acting by a director in the presence of:)

[Redacted]

Signature of witness:

[Redacted]

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YX

Execution Version

EXECUTED AS A DEED by)
MOTHERCARE FINANCE LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
MOTHERCARE OPERATIONS)
LIMITED)
acting by a director in the presence of:

Signature of witness:

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
MINICLUB UK LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
THE MOTHERCARE GROUP)
LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness: Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

Execution Version

EXECUTED AS A DEED by)
EARLY LEARNING LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
MOTHERCARE SOURCING)
LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
GURGLE LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

EXECUTED AS A DEED by)
PRINCESS PRODUCTS LIMITED)
acting by a director in the presence of:)

Signature of witness:

Name of witness:

Charlotte Eynon

Address: One Bunhill Row, London, EC1Y 8YY

Execution Version

THE SECURITY AGENT

Signed for and on behalf of
HSBC BANK PLC



Andrea Stevenson
Authorised Signatory