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COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

To the Registrar of Companies

For official use

Company number

2352435

Name of company

* The Hamleys Group Limited (the "Company")

Please complete
legibly, preferably
in black type, or
bold block
lettering* insert full name
of company

Date of creation of the charge

30 June 2006

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

A guarantee and debenture dated 30 June 2006 made between the Company and the Security
Trustee (as defined below) (the "Debenture")

Amount secured by the mortgage or charge

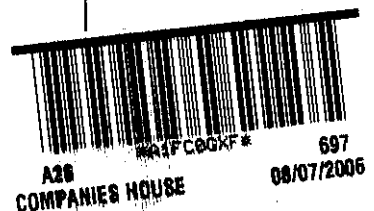
Presenter's name address and
reference (if any):**Norton Rose**
Kempson House
Camomile Street
London EC3A 7AN

AJA/CMHU/AA97452/4881050v1

Time critical reference

For official Use
Mortgage Section

Post room



Amount secured by the mortgage or charge

The payment and the discharge of all Obligations (as defined below) from time to time incurred by the Company under or in connection with the Finance Documents (as defined below) when they become due for payment or discharge, together the ("Secured Obligations");

"Finance Documents" means

(a) the facilities agreement ("Facilities Agreement") dated 30 June 2006 between, amongst others, (i) the Company; and (ii) the Finance Parties (as defined below);

(b) the Debenture;

(c) any other document creating or evidencing Security Interests (as defined below) created by the Debenture and any other existing or future Security Interests granted by the Company to the Security Trustee to secure the payment and discharge of the Secured Obligations

(d) any other document defined as such in the Facilities Agreement

(e) any other document designated as such by the Agent (defined below) and Corporal Limited (Company Number 4615349) at any time.

"Agent" means The Royal Bank of Scotland plc or such other person as may be appointed Agent for the Lenders pursuant to the Facilities Agreement;

"Finance Parties" means the Security Trustee (as defined below), the Agent, any other person defined as such in the Facilities Agreement and the Lenders (defined below)

"Lenders" means

(a) The Royal Bank of Scotland plc and National Westminster plc; and

(b) any lender or financial institution which has become a Party in accordance with clause 22 of the Facilities Agreement (Changes to the lenders),

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

"Party" means a party to the Facilities Agreement and includes its successors in title, permitted assigns and permitted transferees;

"Obligations" means in relation to a person, all obligations or liabilities of any kind of that person from time to time, whether they are: (a) to pay money or to perform (or not to perform) any other act; (b) express or implied; (c) present, future or contingent; (d) joint or several; (e) incurred as a principal or surety or in any other manner; or (f) originally owing to the person claiming performance or acquired by that person from someone else.

"Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment, trust arrangement, transfer of title by way of security for the purpose of providing security, or other security interest of any kind securing

Amount secured by the mortgage or charge

any obligation of any person or any other agreement or arrangement having similar effect (including title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

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

The Royal Bank of Scotland plc, 280 Bishopsgate, London EC2M 4RB (the "Security Trustee") as trustee for the Finance Parties.

Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges to the Security Trustee as continuing security for the payment and discharge of all the Secured Obligations:

1. by way of legal mortgage all leasehold Land as registered at HM Land Registry under title numbers HD425461, NGL390956 and NGL614726 and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances;

2. by way of legal mortgage, all other Land other than that charged in paragraph 1 above, now owned by it and in any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances);

3. by way of fixed charge, all of the Rights which the Company now has and which it obtains at any time in the future in (a) Land other than that charged in paragraphs 1 and 2 above;

- (b) Equipment;
- (c) Investments;
- (d) Key Contracts;
- (e) Key Accounts;
- (f) Intellectual Property;
- (g) Debts;
- (h) goodwill and uncalled capital and;

in any Rights accruing to, derived from or otherwise connect with them (including insurances and proceeds of Disposal and of insurances), together the ("Fixed Charge Assets");

4. by way of floating charge the Company's undertaking and all its present and future assets other than those effectively charged under paragraphs 1, 2 and 3 above, the ("Floating Charge Assets");

5. The Security Trustee may convert all or part of the floating charge created by the Company pursuant to paragraph 4 above, into a fixed charge by giving notice to that effect to the Company and specifying the identity of the assets concerned, also a ("Fixed Charge Asset).

together the ("Charged Assets").

Pursuant to clause 5 of the Debenture, unless the Security Trustee agrees to the contrary, the

Short particulars of all the property mortgaged or charged

Company will ensure that;

1. no Security Interest will exist over, or in relation to, any Charged Asset other than any Permitted Security Interest
2. there will be no Disposal of any Fixed Charge Asset save as permitted by clause 20.1.7 (Disposals) of the Facilities Agreement
3. there will be no Disposal of any Floating Charge Asset otherwise than for market value in the ordinary course of trading of the Company or as permitted by clause 20.1.7 of the Facilities Agreement.

"Debt" means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including Security) connected with it.

"Disposal" means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of any Security Interest.

"Equipment" means plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading and all warranties and other Rights relating to them.

"Intellectual Property" means

- (a) the intellectual property described in Schedule 7 of the Debenture;
- (b) any intellectual property that supplements or replaces intellectual property described in Schedule 7 of the Debenture;
- (c) any intellectual property acquired after the date of this Deed which is designated as Intellectual Property by Corporal Limited (no. 4615349) and the Security Trustee at or about the time of its acquisition; and
- (d) all other copyright (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading

"Investments" means

- (a) an investment described in Schedule 4 of the Debenture
- (b) any shares or loan capital held in a Subsidiary ("Subsidiary" has the meaning given to it in sections 736 and 736A of the Companies Act 1985);

Short particulars of all the property mortgaged or charged

(c) any investment acquired after the date of the Debenture which is designated as an Investment by Corporal Limited or the Security Trustee at or about the time of its acquisition; and

(d) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights arising in connection with them

"Key Accounts" means

(a) an account described in Schedule 6 of the Debenture (Key Accounts);

(b) any account that replaces an account described in Schedule 6 of the Debenture (Key Accounts);

(c) any account established after the date of this Deed which is designated as a Key Account by Corporal Limited (no. 4615349) and the Security Trustee at or about the time of its establishment; and

(d) any other account with a bank or financial institution which cannot be drawn on by the account holder in the ordinary course of its trading without the consent of the Security Trustee

"Key Contracts" means

(a) a contract described in Schedule 5 of the Debenture (Key Contracts);

(b) any contract that amends or replaces a contract described in Schedule 5 of the Debenture (Key Contracts); and

(c) any contract entered into after the date of this Deed which is designated as a Key Contract by Corporal Limited (no. 4615349) the Security Trustee at or about the time it was entered into

"Land" means

(a) freehold, leasehold or commonhold land;

(b) any estate or interest in, and any Rights attaching or relating to, that land; and

(c) any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land

"Permitted Security Interest" has the meaning given to it in the Facilities Agreement.

"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind,

Short particulars of all the property mortgaged or charged

whether it is personal or proprietary.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date

7/7/06

On behalf of mortgagee/chargee

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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02352435

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 30th JUNE 2006 AND CREATED BY THE HAMLEYS GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO THE ROYAL BANK OF SCOTLAND PLC (THE SECURITY TRUSTEE) AS TRUSTEE FOR THE FINANCE PARTIES 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 8th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JULY 2006.

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES