

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

00400074

# 395

Please do not write  
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

To the Registrar of Companies

For official use

Company number

2352435

Name of company

\* Hamleys plc (the "Company")

\* insert full name  
of company

Date of creation of the charge

2 September 2003

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

A Target Group Debenture made between the Company, certain of its subsidiaries, and the Security Trustee (described below) (the "Deed of Amendment") supplemental to a composite guarantee and debenture dated 13 August 2003 made between the Company, certain of its subsidiaries and the Security Trustee (the "Target Group Debenture")

Amount secured by the mortgage or charge

Presenter's name address and  
reference (if any):

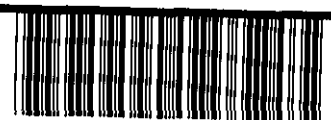
**Norton Rose**  
Kempson House  
Camomile Street  
London EC3A 7AN

DSYM/AA56850/BD#597490

Time critical reference

For official Use  
Mortgage Section

Post room

A24  
COMPANIES HOUSE0778  
09/09/03

Amount secured by the mortgage or charge

The Deed of Amendment contains the following recitals:

"(A) This Deed is supplemental to a composite guarantee and debenture (the "Target Group Debenture") dated 13 August 2003 and made between the parties hereto under which each Chargor inter alia, (i) covenants and guarantees to the Security Trustee to pay all moneys and discharge all obligations and liabilities due owing or incurred to the Finance Parties by it or by any other Obligor under or pursuant to the Secured Documents, (ii) agrees to indemnify the Finance Parties in respect of any purported obligation or liability of any such Obligor to the Finance Parties under or pursuant to the Secured Documents which is not or ceases to be valid or enforceable and (iii) creates first fixed and floating charges and other security interests over all its assets in favour of the Security Trustee, all as set out in the Target Group Debenture.

(B) The parties to this Deed wish the Target Group Debenture to be amended as described below."

Pursuant to the Deed of Amendment, the Target Group Debenture is amended as follows:

(a) the definition of "Secured Documents" in clause 1.2 shall be deleted and replaced with:

"“Secured Documents” means the Finance Documents only insofar as they constitute or evidence indebtedness in respect of (a) the refinancing of Existing Financial Indebtedness, (b) Facility C (including the Ancillary Facilities), and (c) Facility D;” and

(b) the reference in Schedule 1 to the company registration number of Hamleys Financial Services Limited shall be deleted and replaced with the following correct company registration number: "04482296".

Under the Deed of Amendment the Company has amended and extended the Target Group Debenture. The amount accordingly secured by the Target Group Debenture (as amended by the Deed of Amendment) is as follows:

All moneys, obligations and liabilities now or hereafter due, owing or incurred by the Company under or pursuant to the following documents (the "Secured Documents"), but only insofar as they constitute or evidence indebtedness in respect of the refinancing of all indebtedness of the Company and its subsidiaries existing as at 4 August 2003, (b) the revolving credit facility made available under the Senior Facilities Agreement (therein referred to as Facility C) (including the ancillary facilities made available under Facility C and pursuant to the Ancillary Facilities Letters (as defined below)), and (c) a term loan facility with term-out option made available under the Senior Facilities Agreement (therein referred to as Facility D), namely:

(i) a senior facilities agreement dated 17 June 2003 between Corporal Limited (1), Soldier Limited (2), the Company and certain subsidiaries (3) and The Royal Bank of Scotland plc (in various capacities) (4) (the "Senior Facilities Agreement");

(ii) a mezzanine facility agreement dated 17 June 2003 between Corporal Limited (1), Soldier Limited (2), Islandsbanki H.F. (3), and the Security Trustee (4) (the "Mezzanine Facility Agreement");

Amount secured by the mortgage or charge

(iii) a fee letter dated 17 June 2003 in respect of the payment of fees pursuant to the Senior Facilities Agreement;

(iv) a fee letter dated 17 June 2003 in respect of the payment of fees pursuant to the Mezzanine Facility Agreement;

(v) the Target Group Debenture;

(vi) (when executed) a target group supplemental debenture to be entered into between Hamleys Limited (formerly the Company) (1) and certain of its subsidiaries (2), and the Security Trustee (3);

(vii) a subordination deed dated 17 June 2003 between Corporal Limited (1), Soldier Limited (2), Baugur Group H.F. (3), BG Holding EHF. (4), and the Security Trustee (5);

(viii) an intercreditor agreement dated 17 June 2003 between Corporal Limited (1), Soldier Limited (2), The Royal Bank of Scotland plc (3) and the Security Trustee (4);

(ix) a target group-bidco loan agreement dated 17 June 2003 between Corporal Limited (1) and Soldier Limited (2);

(x) a shareholder undertaking dated 13 August 2003 between Baugur Group H.F. (1), BG Holding EHF. (2), Corporal Limited (3), Soldier Limited (4) and the Security Trustee (5);

(xi) a dutch law share pledge dated 13 August 2003 between Hamleys of London Limited (1), Hamleys B.V. (2), and the Security Trustee (3);

(xii) (when executed) a second dutch law share pledge to be entered into between Hamleys of London Limited (1), Hamleys B.V. (2), and the Security Trustee (3);

(xiii) a charge over deposit dated 13 August 2003 between BG Holding EHF (1) and the Security Trustee (2);

(xiv) the ancillary facilities letter dated 13 August 2003 between the Company and certain of its subsidiaries and National Westminster Bank plc and any other ancillary facilities letters entered into pursuant to the Senior Facilities Agreement (the "Ancillary Facilities Letters");

(xv) any documentation relating to hedging to be entered into pursuant to the Senior Facilities Agreement or Mezzanine Facility Agreement;

(xvi) the accession letters of the Company, The Bear Factory Limited, Hamleys Bear Investment Limited, Hamleys of London Limited and Hamleys Financial Services Limited dated 13 August 2003 pursuant to which those companies acceded to the Senior Facilities Agreement and any other accession letter to the Senior Facilities Agreement or the Mezzanine Facility Agreement;

(xvii) any other document (a) creating a security interest or (b) containing a guarantee, in either case executed by a member of the group, any affiliate of a member of the group, or any

Amount secured by the mortgage or charge

shareholder of a member of the group, in respect of amounts owing to a finance party under any of the above finance documents;

(b) the guarantees and indemnities given by the Company under the Target Group Debenture (as supplemented and amended by the Deed of Amendment), which secure all the obligations of each of Corporal Limited, Soldier Limited, the Company, Hamleys of London Limited, Hamleys Properties Limited, Hamleys Financial Services Limited, The Bear Factory Limited and Hamleys Bear Investment Limited under the Secured Documents (as supplemented and amended by the Deed of Amendment); and

(c) all other provisions of the Target Group Debenture (as supplemented by Deed of Amendment).

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

The Royal Bank of Scotland plc of 280 Bishopsgate, London EC2M 4RB (the "Security Trustee") on behalf of itself and the banks and financial institutions from time to time parties to the Secured Documents

Short particulars of all the property mortgaged or charged

Clause 5.8 of the Deed of Amendment states that, save as amended by the Deed of Amendment, the provisions of the Target Group Debenture shall continue in full force and effect and the Deed of Amendment and the Target Group Debenture shall be read and construed as one instrument and where any conflict exists between the terms of the Target Group Debenture and the terms of the Deed of Amendment, the terms of Deed of Amendment shall prevail.

Short particulars of all the property mortgaged or charged by the Company pursuant to the Target Group Debenture were set out in a Form 395 dated 27 August 2003.

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose

Date 8/1/03

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

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lettering

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 A TARGET GROUP DEBENTURE SUPPLEMENTAL TO A COMPOSITE GUARANTEE AND DEBENTURE DATED 13 AUGUST 2003 DATED THE 2nd SEPTEMBER 2003 AND CREATED BY HAMLEYS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC (THE SECURITY HOLDER) 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 9th SEPTEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th SEPTEMBER 2003 .

*P. J. Jones*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES