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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

114

278414

Name of company

* Adams Childrenswear Limited (the "Company")

Date of creation of the charge

19 October 2006

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

Deed of amendment (relating to a debenture (the "Debenture") and a
guarantee and indemnity each dated 1 April 2005) (the "Amendment
Agreement")

Amount secured by the mortgage or charge

All moneys and liabilities (whether at the date of the Debenture or
subsequent to the date of the Debenture actual or contingent) at the date
of the Debenture or subsequent to the date of the Debenture due or owing or
incurred by the Companies (whether as principal or surety) to each of the
Security Trustee and the Security Beneficiaries pursuant to the Loan Notes
(as amended, varied or supplemented from time to time) and all other loan
notes issued by any of the Companies to any of the Noteholders from time to
time (the "Secured Liabilities")

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

Bridgepoint Capital Limited (company number 03220373) whose registered
office is at 30 Warwick Street, London W1B 5AL acting for itself and on
behalf of the Security Beneficiaries (the "Security Trustee")

Postcode W1B 5AL

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

Pinsent Masons
3 Colmore Circus
Birmingham
B4 6BH

622824.07171 (20949390)

Time critical reference

For official U
Mortgage Secti

New Part
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Barcode: *PHQ5G00H* 234
PMO COMPANIES HOUSE 03/11/06
A26 COMPANIES HOUSE 739 10/11/2006
A56 COMPANIES HOUSE 03/11/2006

Short particulars of all the property mortgaged or charged

Please see Part 2 of attached schedule.

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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Paisent Masons

Date

02/11/06

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

† delete as
appropriate

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.
- 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

SCHEDULE

Part 1 Definitions

The following definitions shall apply to the attached form 395 and this Schedule:-

"Companies"

means Myraid Childrenswear Group Limited (formerly known as Adams Childrenswear Group Limited) (Company number 04419575), Adams Childrenswear Holdings Limited (Company number 03739711), Adams Property Holdings Limited (Company number 2591059), Adams Childrenswear Limited (Company number 278414), Adams Nuneaton Limited (Company number 4756822), Mini Mode Childrenswear Limited (Company number 4869392) and Tu Childrenswear Limited (Company number 4824900)

"Investment Agreement"

means the agreement dated 1 April 2005 and made between the Company, the Individual Investors named therein, the Partnerships, Bridgepoint Capital Co – Investment Plan Limited, Lloyds TSB Development Capital Limited and LDC Co-Investment Plan 2002

"Loan Notes"

means the Bridgepoint Investor Loan Notes (as defined in the Investment Agreement) (as amended, varied or supplemented from time to time) and the Completion Loan Notes (as defined in the Investment Agreement) (as amended, varied or supplemented from time to time)

"Noteholders"

means:-

(a) the Partnerships and Bridgepoint Co-Investment Plan Limited (a company incorporated in Guernsey whose registered office is at 13-15 Victoria Road, St Peter Port, Guernsey) holding their investments in shares and loan notes through Bridgepoint Capital (Nominees) Limited and Alan Smith; and

(b) any successor, transferee, replacement or assignee of any of the above,

and **"Noteholder"** shall be construed accordingly

"Partnerships"

means Bridgepoint Europe 1 'A' LP, Bridgepoint Europe 1 'B' LP, Bridgepoint Europe 1 'C' LP, Bridgepoint Europe 1 'D' LP, Bridgepoint Capital No.5 Fund, The Bridgepoint Capital Partnership and Bridgepoint Capital II Partnership LP each of which is an English limited partnership having its principal place of business at 30 Warwick

Street, London W1B 5AL

"Security Beneficiaries"

means the Security Trustee (as defined above) and the Noteholders (as defined above) from time to time

Part 2

Short particulars of all the property mortgaged or charged

1. Pursuant to the Debenture, as amended by the Amendment Agreement, the Company with full title guarantee thereby charged to the Security Trustee with the payment and discharge of the Secured Liabilities:
 - 1.1 by way of a fixed charge all estates and interests in any freehold and leasehold property of the Company both at the date of the Debenture or subsequent to the date of the Debenture (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;
 - 1.2 by way of fixed charge all stocks shares bonds loan capital and other securities both at the date of the Debenture or subsequent to the date of the Debenture belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;
 - 1.3 by way of fixed charge all book debts and other debts both at the date of the Debenture or subsequent to the date of the Debenture due or owing to the Company;
 - 1.4 by way of fixed charge all the goodwill and uncalled capital of the Company both at the date of the Debenture or subsequent to the date of the Debenture;
 - 1.5 by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both at the date of the Debenture or subsequent to the date of the Debenture of the Company; and
 - 1.6 by way of floating charge the undertaking and all other property, assets and rights of the Company both at the date of the Debenture or subsequent to the date of the Debenture not otherwise effectively charged by way of fixed charge pursuant to paragraphs 3.1 (a) – (e) of the Debenture (paragraphs 1.1 – 1.5 above).

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as amended by the Enterprise Act 2002) shall apply to the floating charge created by clause 3 of the Debenture.

Restrictions on the Company

The Company shall not without previous written consent of the Security Trustee:

1. sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof;
2. sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business;
3. create or attempt to create any mortgage charge or other security upon any part of the charged property which would rank in priority to or pari passu with the charges thereby

created other than any security granted to the Security Trustee or the Security Beneficiaries; and

4. allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business.

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**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 00278414

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF AMENDMENT DATED THE 19th OCTOBER 2006 AND CREATED BY ADAMS CHILDRENSWEAR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANIES TO EACH OF BRIDGEPOINT CAPITAL LIMITED ACTING FOR ITSELF AND ON BEHALF OF THE SECURITY BENEFICIARIES (THE SECURITY TRUSTEE) AND THE SECURITY BENEFICIARIES 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 3rd NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th NOVEMBER 2006.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES