

MG01

Particulars of a mortgage or charge

230631/52



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

WEDNESDAY



A06 30/05/2012 #321  
COMPANIES HOUSE

1

**Company details**

Company number

0 1 9 5 0 5 0 9

Company name in full

MOTHELCARE PLC (the **Chargor**)

3

For official use

**Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d 1 d 8 m 0 m 5 y 2 y 0 y 1 y 2

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A share mortgage dated 18 May 2012 between the Chargor and HSBC Bank plc (the **Security Agent**) as agent and trustee for the Finance Parties (as defined below) (the **Security Agreement**)

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

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 (as defined below) to any Finance Party (as defined below) (including, without limitation, all obligations and liabilities under each Finance Document (as defined below) to which the Chargor is a party), except for any obligation which, if it were so included, would result in the Security Agreement contravening Section 47A of the Companies Ordinance (Cap. 32 of the Laws of Hong Kong) (the **Secured Liabilities**)

**Continuation page**

Please use a continuation page if you need to enter more details

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

#### Continuation page

Please use a continuation page if you need to enter more details

Name HSBC BANK PLC

Address 8 CANADA SQUARE, CANARY WHARF

LONDON

Postcode E 1 4 5 H Q

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

#### Continuation page

Please use a continuation page if you need to enter more details

Short particulars

See continuation sheets.

## MG01

### Particulars of a mortgage or charge

#### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance  
or discount Nil

#### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

#### 9 Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP* X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name SCR/LLEW/0013726-0002992

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 0000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R. Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### 1. CREATION OF SECURITY

#### 1.1 General

- (a) All the security created under the Security Agreement:
- (i) is created in favour of the Security Agent as trustee for the Finance Parties,
  - (ii) is created over present and future assets of the Chargor,
  - (iii) is created by the Chargor as the beneficial owner of its assets, and
  - (iv) is security for the payment, performance and observance of all the Secured Liabilities.
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document
- (i) the Chargor must notify the Security Agent promptly,
  - (ii) the Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and
  - (iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Security Agreement
- (c) The Security Agent holds the benefit of the Security Agreement on trust for the Finance Parties

#### 1.2 Security

The Chargor as beneficial owner and as continuing security for the payment and discharge of all Secured Liabilities

- (a) mortgages and agree to mortgage, by way of first mortgage all the Shares in favour of the Security Agent; and
- (b) (to the extent that they are not the subject of the mortgage under subclause 1.2(a) above) mortgages, charges and assigns and agree to mortgage, charge and assign by way of first fixed charge all its interests in the Related Rights in favour of the Security Agent.

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## Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 20px; margin: 0 auto;">6</div>	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<div style="margin-top: 10px;"> <p><b>2. RESTRICTIONS ON DEALINGS</b></p> <p>(a) Except as permitted by the Facility Agreement, the Chargor may not create or permit to subsist any Security over any Security Asset.</p> <p>(b) Except as expressly permitted by the Facility Agreement, the Chargor may not</p> <ul style="list-style-type: none"> <li>(1) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;</li> <li>(11) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</li> <li>(111) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</li> <li>(1v) enter into any other preferential arrangement having a similar effect,</li> </ul> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.</p> <p><b>3. SECURITY ASSETS</b></p> <p><b>3.1 Changes to rights</b></p> <p>The Chargor may not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Security Assets being altered or further shares in MPL being issued</p> <p><b>3.2 Calls</b></p> <p>(a) The Chargor must promptly pay all calls or other payments due and payable in respect of any of the Security Assets.</p> <p>(b) If the Chargor fails to do so, the Security Agent may pay the calls or other payments on behalf of the Chargor. The Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this subclause (b).</p> <p><b>3.3 Voting rights</b></p> <p>(a) Before the Security becomes enforceable</p> <ul style="list-style-type: none"> <li>(1) the Chargor may continue to exercise the voting rights, powers and other rights in respect of the Security Assets;</li> </ul> </div>	

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Particulars of a mortgage or charge

<p><b>6</b></p>	<p><b>Short particulars of all the property mortgaged or charged</b></p> <p>Please give the short particulars of the property mortgaged or charged</p>
<p>Short particulars</p>	<p>(11) if any Security Assets have been registered in the name of the Security Agent or its nominee, the Security Agent (or its nominee) must exercise the voting rights, powers and other rights in respect of the Security Assets in the manner which the Chargor may direct in writing to the extent the exercise of such rights does not adversely affect the validity or enforceability of the Security or cause an Event of Default to occur, and</p> <p>(111) all dividends or other income paid or payable in relation to any Security Assets must be paid directly to the Chargor to the extent permitted under the Facility Agreement</p> <p>(b) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Security Assets on the direction of the Chargor</p> <p>(c) After this Security has become enforceable, the Security Agent may exercise or refrain from exercising (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Assets, any person who is the holder of any Security Assets or otherwise.</p> <p><b>4. CONTINUING SECURITY</b></p> <p>The Security created under the Security Agreement is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part</p> <p>In this Form MG01</p> <p><b>Accession Letter</b> means a document substantially in the form set out in the Facility Agreement</p> <p><b>Accounting Principles</b> means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements</p> <p><b>Additional Borrower</b> means a company which becomes an Additional Borrower in accordance with the Facility Agreement</p> <p><b>Additional Guarantor</b> means a company which becomes an Additional Guarantor in accordance with the Facility Agreement</p> <p><b>Agent</b> means HSBC Bank plc</p> <p><b>Amendment Agreement</b> means the agreement amending and restating the Facility</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Agreement dated on or about 11 April 2012 between, among others, the Chargor and the Agent</p> <p><b>Ancillary Document</b> means each document relating to or evidencing the terms of an Ancillary Facility.</p> <p><b>Ancillary Facility</b> means any ancillary facility made available by an Ancillary Lender in accordance with the Facility Agreement</p> <p><b>Ancillary Lender</b> means each Lender which makes available an Ancillary Facility in accordance with the Facility Agreement.</p> <p><b>Assignment Agreement</b> means an agreement substantially in the form set out in the Facility Agreement or any other form agreed between the relevant assignor and assignee</p> <p><b>Base Currency</b> means Sterling</p> <p><b>Bilateral Arrangement</b> means</p> <p>(a) a bilateral ancillary arrangement between a Lender and a member of the Group in existence as at the Effective Date, being</p> <p>(1) the £15,000,000 foreign exchange trading limit and the £7,500,000 settlement limit made available by Barclays Bank PLC as Bilateral Arrangement Lender, and</p> <p>(11) the facilities letter originally dated 23 April 2009, as renewed from time to time, with HSBC Bank plc as Bilateral Arrangement Lender, comprising</p> <p>(A) \$90,000,000 forward exchange contracts and currency options for Mothercare plc,</p> <p>(B) £800,000 engagements for Early Learning Centre Limited;</p> <p>(C) £1,800,000 engagements and £1,500,000 documents in trust for Mothercare UK Limited, and</p> <p>(D) £15,000,000 import lines comprising documentary credits for Mothercare plc, Mothercare UK Limited and Childrens World Limited; and</p> <p>(b) any other bilateral ancillary arrangement which a Lender is proposing to provide to a member of the Group which has been notified to the Security Agent and approved by each other Lender as a Bilateral Arrangement.</p> <p><b>Bilateral Arrangement Lender</b> means a Lender in its capacity as a lender under a Bilateral Arrangement.</p>



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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

**Borrower** means the Chargor or an Additional Borrower, unless it has ceased to be a Borrower in accordance with the Facility Agreement

**Commitment** means a Revolving Facility Commitment or a Term Loan Commitment

**Compliance Certificate** means a certificate substantially in the form set out in the Facility Agreement

**Effective Date** means the date on which the Agent notifies the Chargor in writing that it has received, in form and substance satisfactory to it, (or that it has waived the receipt of) all of the documents and other evidence listed in schedule 2 to the Amendment Agreement

**Event of Default** means any event or circumstance specified as such in the Facility Agreement.

**Existing Joint Venture** means any investment, or binding commitment to invest (including any investment by way of guarantees issued in respect of) in effect at the date of the Amendment Agreement, in any Joint Venture specified in the Facility Agreement

**Facility** means the Revolving Facility or the Term Loan Facility

**Facility Agreement** means the multicurrency term loan and revolving facilities agreement originally dated 12 May 2003, as amended on 23 December 2005 and amended and restated on 27 April 2007, 26 April 2010 and 16 May 2011 and subject to a waiver and consent letter dated 2 March 2012 and as further amended and restated on 11 April 2012 and as amended by a side letter dated 19 April 2012 between, among others, the Chargor and the Security Agent.

**Fee Letter** means any agreement setting out fees payable to a Finance Party referred to in the Facility Agreement or under any other Finance Document

**Finance Document** means the Facility Agreement, any Fee Letter, a Bilateral Arrangement, the Subordination Agreement, any Accession Letter, any Hedging Agreement, any Hedge Counterparty Accession Agreement, any Resignation Letter, any Ancillary Document, any Compliance Certificate, any Transaction Security Document, any Transfer Certificate, any Assignment Agreement, any Utilisation Request and any other document designated as such by the Agent and the Chargor provided that where the term Finance Document is used in, and construed for the purposes of, the Facility Agreement, a Bilateral Arrangement or a Hedging Agreement shall be a Finance Document only as set out in:

(a) the definition of Material Adverse Effect, Transaction Security Document and paragraph (a) of the definition of Permitted Transaction in the Facility Agreement, and

(b) paragraph (a)(vi) of clause 12 (Construction), clause 18.1

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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(Transaction expenses), clause 19 (Guarantee and Indemnity), clause 24 (Events of Default) (other than clause 24.13 (Repudiation) and clause 24.17 (Acceleration)), clause 28 1 (Definitions), clause 28 2 (Appointment of the Security Agent), and clause 33 (Distribution of Proceeds of Enforcement) of the Facility Agreement

**Finance Party** means the Agent, the Security Agent, a Lender, a Bilateral Arrangement Lender, a Hedge Counterparty or any Ancillary Lender

**Financial Indebtedness** means any indebtedness for or in respect of

- (a) monies borrowed and debit balances at banks or other financial institutions,
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles;
- (g) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) (inclusive) above

**Financial Year** means the annual accounting period of the Group ending on or about 26 March in each year.

**Group** means the Chargor and its Subsidiaries for the time being (and, for the avoidance of doubt, shall not include any joint venture entity) and member of the Group means any one of them.

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p><b>Guarantor</b> means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the Facility Agreement</p> <p><b>Hedge Counterparty</b> means any Lender which becomes a party to the Facility Agreement as a Hedge Counterparty after the Effective Date in accordance with the terms of the Facility Agreement</p> <p><b>Hedge Counterparty Accession Agreement</b> means a letter, substantially in the form set out in the Facility Agreement, with such amendments as the Agent may approve or reasonably require</p> <p><b>Hedging Agreement</b> means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Chargor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires or permits to be hedged.</p> <p><b>Hedging Letter</b> means the letter dated on or before the date of the Amendment Agreement and made between the Security Agent and the Chargor describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Chargor of, and in relation to, the Facilities</p> <p><b>Joint Venture</b> means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity</p> <p><b>Lender</b> means an Original Lender and any bank, financial institution, trust, fund or other entity which becomes a party to the Facility Agreement as a Lender in accordance with the terms of the Facility Agreement</p> <p><b>Loan</b> means a Revolving Facility Loan or a Term Loan</p> <p><b>Majority Lenders</b> means</p> <p>(a) until the Total Commitments have been reduced to zero, a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero and there are no Loans then outstanding, aggregated more than 66⅔ per cent. of the Total Commitments immediately before the reduction); or</p> <p>(b) at any other time, a Lender or Lenders whose participation in the Loans then outstanding aggregate more than 66⅔ per cent of all the Loans then outstanding</p> <p><b>Material Adverse Effect</b> means a material adverse effect on:</p> <p>(a) the business, operations, property or condition (financial or</p>

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>otherwise) of the Group as a whole,</p> <p>(b) the ability of the Obligors (taken as a whole) to perform their payment obligations under the Finance Documents or to comply with clause 22 (Financial Covenants) of the Facility Agreement;</p> <p>(c) the validity or enforceability, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of the Finance Documents; or</p> <p>(d) any right or remedy of a Finance Party in respect of any of the Finance Documents.</p> <p><b>MPL</b> means Mothercare Procurement Limited, a company incorporated under the laws of Hong Kong with its registered office at 18th Floor, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong and registration number 1512543</p> <p><b>Obligor</b> means a Borrower or a Guarantor.</p> <p><b>Original Guarantor</b> means each of Mothercare UK Limited, Chelsea Stores Holdings Limited, Childrens World Limited, Early Learning Centre Limited, Early Learning Holdings Limited, Mothercare (Holdings) Limited, Mothercare plc, Willowdown Limited, Clothing Retailers Limited, Mothercare Finance Limited, Mothercare Operations Limited, MiniClub UK Limited, Mothercare com Limited, The Mothercare Group Limited, Mothercare Nursery Furniture Limited, Mothercare Finance No 2 Limited, Chelsea Stores Limited, Early Learning Limited, Early Learning (UK) Limited, Mothercare Sourcing Limited, Gurgle Limited, Mothercare Retail Services Limited, and Princess Products Limited.</p> <p><b>Original Lender</b> means Barclays Bank PLC and HSBC Bank plc.</p> <p><b>Permitted Transaction</b> means:</p> <p>(a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents,</p> <p>(b) subject to clauses 22.5 (Guarantor cover) and 26 7 (Resignation of a Guarantor) of the Facility Agreement the solvent liquidation or reorganisation of any member of the Group (other than an Obligor) so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group,</p> <p>(c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms,</p>

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Short particulars	<p>(d) the acquisition of shares for any employee share option trust in effect as at the date of the Amendment Agreement;</p> <p>(e) loans to, capital contributions in or acquisitions of shares issued by Existing Joint Ventures in an amount not exceeding £2,000,000 in the Financial Year ending on or about 26 March 2013, or</p> <p>any other transaction agreed by the Majority Lenders</p> <p><b>Quasi-Security</b> means an arrangement or transaction as described in the Facility Agreement.</p> <p><b>Related Rights</b> means:</p> <p>(a) any dividend or interest paid or payable in relation to the Shares, and</p> <p>(b) any right, money or property (including any shares, stocks, debentures, bonds or other securities or investments) accruing or offered at any time in relation to the Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.</p> <p><b>Resignation Letter</b> means a letter substantially in the form set out in the Facility Agreement ;</p> <p><b>Revolving Facility</b> means the revolving credit facility made available under the Facility Agreement</p> <p><b>Revolving Facility Commitment</b> means</p> <p>(a) in relation to an Original Lender, the amount in the Base Currency set out in the Facility Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with the Facility Agreement; and</p> <p>(b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under the Facility Agreement or assumed by it in accordance with the Facility Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Facility Agreement.</p> <p><b>Revolving Facility Loan</b> means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan</p> <p><b>Security</b> means a mortgage, charge, pledge, lien or other security interest</p>

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Short particulars

securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Security Assets** means the Shares, the Related Rights and all other assets of the Chargor the subject of any security created by the Security Agreement.

**Shares** means the 1 ordinary share of HK\$10 in the issued share capital of MPL, constituting the entire issued share capital of MPL.

**Subordination Agreement** means the subordination agreement dated on or about the Effective Date and made between, among others, the Obligors, the Subordinated Intra-Group Creditors and the Agent.

**Subordinated Intra-Group Creditor** means a non-Obligor who is party to the Subordination Agreement as a junior creditor

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006

**Term Loan** means a loan made or to be made under the Term Loan Facility or the principal amount outstanding for the time being of that loan

**Term Loan Commitment** means

- (a) in relation to an Original Lender, the amount in the Base Currency set out in the Facility Agreement and the amount of any other Term Loan Commitment transferred to it under the Facility Agreement or assumed by it in accordance with the Facility Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Term Loan Commitment transferred to it under the Facility Agreement or assumed by it in accordance with the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement

**Term Loan Facility** means the term loan facility made available under the Facility Agreement as described in the Facility Agreement

**Total Commitments** means the aggregate of the Total Revolving Facility Commitments and the Total Term Loan Commitments, being £90,000,000 at the Effective Date.

**Total Revolving Facility Commitments** means the aggregate of the Revolving Facility Commitments, being £40,000,000 as at the Effective Date

**Total Term Loan Commitments** means the aggregate of the Term Loan Commitments, being £50,000,000 as at the Effective Date.

**Transaction Security Document** means each document entered into by any

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Obligor creating or expressed to create any Security in favour of the Finance Parties (or any of them) in respect of the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents.

**Transfer Certificate** means a certificate substantially in the form set out in the Facility Agreement or any other form agreed between the Agent and the Chargor.

**Treasury Transaction** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

**Utilisation Request** means a notice substantially in the form set out in the Facility Agreement

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Particulars of a mortgage or charge

**6** **Short particulars of all the property mortgaged or charged**  
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Short particulars





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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 1950509  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE MORTGAGE DATED 18  
MAY 2012 AND CREATED BY MOTHERCARE PLC. FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO ANY FINANCE PARTY ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 30 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES