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COMPANIES FORM No. 395 *017549/252* Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3 1 1

6542144 ✓

Name of company

* Character World Holdco Limited ("Company") ✓

*insert full name of Company

Date of creation of the charge

4 April 2008

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

Composite Guarantee and Debenture ("Debenture")

24

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone in any other capacity whatsoever) of the Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture) ("Secured Obligations")

All capitalised terms, except those defined elsewhere in this Form 395, are defined in Annexure 2 to this form

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

RJD Partners Limited (company number 4245768) of 8-9 Well Court, London as security trustee ("Security Trustee") for the Secured Parties

Postcode EC4M 9DN

Y

Presentor's name address and reference (if any)
DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

(LEH/80424/120014/18777894)

Time critical reference

For official Use (06/2006)
Mortgage Section

WEDNESDAY
A11
AX5K2YXT
16/04/2008
COMPANIES HOUSE 108

Short particulars of all the property mortgaged or charged

Please do not write in this margin

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

- 1 The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest
- (a) by way of first legal mortgage
 - (i) the Property (if any) specified in part 1 of schedule 3 to the Debenture (*Details of Security Assets*), and
 - (ii) all other Property (if any) at the date of this Deed vested in, or charged to, the Company (not charged by clause 5 1(a)(i) of the Debenture),
 - (b) by way of first fixed charge
 - (i) all other Property and all interests in Property (not charged by clause 5 1(a) of the Debenture), and
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, (continued in Annexure 1)

C + P

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed OLA Piper UK LLP

Date 15/04/2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) †

† 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**

Annexure 1

- (c) by way of first fixed charge all plant and machinery (not charged by clauses 5 1(a) or 5 1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c) of the Debenture), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
 other than any which are for the time being part of the Company's stock-in-trade or work-in-progress),
- (e) by way of
 - (i) first fixed charge the Charged Securities (if any) referred to in part 2 of schedule 3 to the Debenture (*Details of Security Assets*),
 - (ii) first fixed charge all other Charged Securities (not charged by clause 5 1(e)(i)),
 in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge all accounts of the Company with any bank, financial institution or other person and all monies at any time standing to the credit of such accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (g) by way of first fixed charge the Intellectual Property,
- (h) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (i) by way of first fixed charge all of the goodwill and uncalled capital of the Company

2 The Company charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (*Fixed Charges*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

3 The Company agreed that paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and agreed that each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

4 The Company agreed that it shall not do or agree to do any of the following without the prior written consent of the Security Trustee

- (a) create or permit to subsist any Security Interest on any Security Asset except Permitted Security, and
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a disposal which is permitted by the Facilities Agreement

CHARACTER WORLD HOLDCO LIMITED

ANNEXURE TO FORM 395

ANNEXURE 2

DEFINITIONS:

"Charged Securities" means

- (a) the securities (if any) specified in part 2 of schedule 2 of the Debenture, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company or in which the Company has an interest at any time,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Facilities Agreement" means the term loan facilities agreement dated 4 April 2008 and made between, amongst others, the Company and The Royal Bank of Scotland plc (acting as agent for National Westminster Bank Plc as lender),

"Group Companies" has the meaning given to that term in the Debenture,

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 3 to the Debenture),

"Permitted Security" means any Transaction Security granted or to be granted by any Group Company as such term is defined in the Facilities Agreement,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 3 of the Debenture), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Secured Parties" means the Security Beneficiaries as defined in the Security Trust Deed and any person to whom Investor Loan Notes are issued from time to time and who becomes party to the Security Trust Deed,

"Security Asset" means any property or asset from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,

"Security Trust Deed" means the security trust deed dated 4 April 2008 and made between (1) the Security Trustee and (2) the parties listed in schedule 1 thereto as Security Beneficiaries, and

"Transaction Security" has the meaning given to that term in the Facilities Agreement



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

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

COMPANY NO. 6542144
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 4 APRIL 2008 AND CREATED BY
CHARACTER WORLD HOLDCO LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
RJD PARTNERS LIMITED AS SECURITY TRUSTEE FOR THE
SECURED PARTIES AND/OR THE OTHER SECURED PARTIES OR
ANY OF THEM 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
16 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 APRIL 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES