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COMPANIES FORM No. 395

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)

01-EP

012055/13

For official use

Company number

[2][][][]

06549359

Name of company

* Character World Bidco Limited (the "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)

05

Debenture (the "Debenture")

04

Amount secured by the mortgage or charge

All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses (each as defined in the Appendix hereto) (the "Company's Obligations").

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

National Westminster Bank Plc (the "Bank")
135 Bishopsgate
London
Postcode EC2M 3UR

Presenter's name address and reference (if any)

Pinsent Masons LLP
100 Barbirolli Square
Manchester
M2 3SS

AC15/21824579/71376.07609

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



A52 *AZQINYSU* 11/04/2008 207
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the Appendix

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Pinet Masaru LLP

Date 10 April 2008

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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**

Continuation Sheet

Particulars of a Mortgage or Charge: Debenture

Company Name: Character World Bidco Limited (Company number. 06549359)

APPENDIX

All defined terms have the meanings given to those terms below

Charge

- 1 **The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee has charged to the Bank -**
- 1 1 **By way of legal mortgage all the freehold and leasehold property vested in or charged to the Company at the date of the Debenture,**
- 1 2 **By way of fixed charge all estates or interests in any freehold and leasehold property vested in or charged to the Company at the date of the Debenture and thereafter except the property referred to in paragraph 1 1 above,**
- 1 3 **By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,**
- 1 4 **By way of fixed charge all plant and machinery of the Company at the date of the Debenture and thereafter and all associated warranties and maintenance contracts,**
- 1 5 **By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company,**
- 1 6 **By way of fixed charge all the goodwill of the Company at the date of the Debenture and thereafter,**
- 1 7 **By way of fixed charge all the uncalled capital of the Company at the date of the Debenture and thereafter,**
- 1 8 **By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same,**
- 1 9 **By way of fixed charge all Intellectual Property Rights, choses in action, licences and claims of the Company at the date of the Debenture and thereafter and the insurance policies and proceeds of any insurance from time to time affecting the Property "Intellectual Property Rights" include (without limitation) all rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how, domain names and business names,**
- 1 10 **By way of fixed charge the benefit of any currency or interest rate swap, cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party, and**
- 1 11 **By way of floating charge all the undertaking and all property, assets and rights of the Company at the date of the Debenture and thereafter not subject to a fixed charge under the Debenture or any other security at the date of the Debenture or thereafter held by the Bank**

Continuation Sheet

Particulars of a Mortgage or Charge Debenture

Company Name: Character World Bidco Limited (Company number: 06549359)

Restrictions

- 2 1 The Company will not without the previous written consent of the Bank -
- 2 1 1 **Create** or permit to arise any mortgage charge or lien on the Property,
- 2 1 2 **Dispose** of the Property referred to in paragraphs 1 1 to 1 10 (inclusive) above,
- 2 1 3 **Accept** payment in advance of a call for or call up any uncalled capital,
- 2 1 4 **Deal** with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting, factoring or the like,
- 2 1 5 **Dispose** of the Property referred to in paragraph 1 11 above other than in the ordinary course of business, or
- 2 1 6 **Grant** or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it
- 2 2 **If** the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee

In this Form M395, unless the context otherwise requires, the following terms shall have the following meanings

- Expenses** All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Debenture or in preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred
- Interest:** Interest at the rate(s) charged to the Company by the Bank from time to time
- Property.** The whole and any part of the undertaking, property and assets of the Company referred to in paragraph 1



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

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

COMPANY NO. 6549359
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 APRIL 2008
AND CREATED BY CHARACTER WORLD BIDCO LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11
APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2008



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