

MG01

Particulars of a mortgage or charge

168663/117



iris
LASERFORM

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
particulars of a charge for a
company To do this, please
form MG01s

WEDNESDAY



AF5QDJ5L

A20

14/04/2010

137

COMPANIES HOUSE

1

Company details

Company number

0 3 6 6 8 3 8 1

Company name in full

Time 4 Toys Limited (the "Company")

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

2 9 0 3 2 0 1 0

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 guarantee and debenture made between (1) DHI Holdings Limited ("DHI")
(2) the Company and others as set out in Schedule One of the guarantee
and debenture and (2) Paul David Macintosh and David Alan Halsall as
trustees of The G. W. Halsall 2000 Life Interest Settlement (the
"Trustees") and dated 29 March 2010 (the "Debenture").

4

Amount secured

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

Amount secured

All moneys and discharge all obligations and liabilities at any
time due, owing or incurred by it to the Trustees whether
express or implied, present, future or contingent, joint or
several, incurred as principal or surety determined in whatever
currency or incurred on any banking account under or pursuant
to the Loan Notes and/or the Debenture when the same
become due for payment or discharge and interest (as well
after as before judgment) to date of payment at such rates and
upon terms as may from time to time be payable and all
commission, fees, expenses and other charges and all legal
and other costs when the same became due for payment or
discharge ("Secured Obligations").

Continuation page

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

MG01**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	Paul David Macintosh	
Address	1 York Place	
	Leeds	
Postcode	L S 1 2 D R	
Name	David Alan Halsall	
Address	Bowmore, Laurel Avenue,	
	Lytham St Anne's, Lancashire	
Postcode	F Y 9 4 L Q	

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	<p>The Company, with full title guarantee, charges to the Trustees as a continuing security for the payment and discharge of its Secured Obligations</p> <p>1 by way of first fixed charge:</p> <p>1 1 all Properties at any time owned by the Company or in which the Company may have an interest;</p> <p>1 2 all Equipment at any time owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;</p> <p>1 3 all Securities at any time owned by the Company or in which the Company has an interest,</p> <p>1.4 all Debts at any time owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it);</p> <p>1.5 the proceeds of collection of all Debts and all moneys standing to the credit of the Receivables Account,</p> <p>1.6 any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person including, without limitation, the Accounts;</p> <p>1.7 all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums;</p> <p>1 8 the proceeds of all other sums of money received by the Company, other than those specified within paragraphs 1.4, 1.5, 1 6 or 1 7,</p> <p>1 9 the goodwill and uncalled capital of the Company,</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>1.10 all Intellectual Property at any time owned by the Company or in which the Company may have an interest,</p> <p>1 11 all its rights and interests in (and claims under) all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Company (including any contract for sale of or other dealing with any of the Charged Assets)</p> <p>2 by way of first floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever at any time, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment under paragraph 1 or otherwise pursuant to the Debenture.</p> <p>(paragraph 1 and 2 together being the "Charged Assets").</p> <p>3 The Debenture contains a covenant given by the Company in favour of the Trustees that the Company will not:</p> <p>3 1 dispose of all or any of its Properties;</p> <p>3 2 dispose of all or any of the other Fixed Charge Assets without the prior written consent of the Trustees,</p> <p>3 3 dispose of its Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of the Debenture otherwise than for full value in the ordinary course of business;</p> <p>3.4 without limiting the generality of the provisions described in this paragraph 3 dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1.3 of the Debenture,</p> <p>or</p> <p>3 5 create or attempt to create or permit to subsist in favour of any person other than the Trustees any Encumbrance on or affecting the Charged Assets or any part thereof</p> <p>4 For the purposes of this Form MG01 the terms below shall be ascribed the following meaning</p> <p>"Account" each account other than the Receivables Account from time to time opened or maintained by the Company at such branch of the Account Bank, or any other bank or financial institution, in each case, as the Trustees may approve and all rights, benefits and proceeds in respect of such account,</p> <p>"Account Bank" any bank with which the Company maintains a Receivables Account or one or more Accounts;</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>"Collateral Instruments" notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;</p> <p>"Debts" book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets described in paragraphs 1.6 and 1.7;</p> <p>"Encumbrance" any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;</p> <p>"Equipment" machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP,</p> <p>"Fixed charge Assets" all assets referred to in paragraph 1,</p> <p>"Fixtures" in relation to a Property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law;</p> <p>"GAAP" accounting principles which are for the time being generally acceptable in the United Kingdom,</p> <p>"Insurances"</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

in relation to the Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest;

"Intellectual Property"

all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting;

"Inventory"

inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them;

"Loan Notes"

the £983,000 secured loan notes 2010 of DHI issued to the Trustees,

"Property"

freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and "Properties" means all or any of the same, as the context requires;

"Receivables Account"

the account with any bank, financial institution or other person to which the proceeds of realisation of Debts are to be paid pursuant to clause 5 1(c) of the Debenture, and

"Securities"

stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof.

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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

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 866)

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 870) 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

Paul Hills UP

X

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

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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 Alison Ledger

Company name Halliwells LLP

Address

Post town

County/Region

Postcode

Country

DX 14126 Liverpool 1

Telephone 0151 237 7777



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3668381
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 29 MARCH 2010 AND CREATED BY TIME 4 TOYS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO PAUL DAVID MACINTOSH AND
DAVID ALAN HALSALL 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 14 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2010

DL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES