

27184/13
MG01

Particulars of a mortgage or charge



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

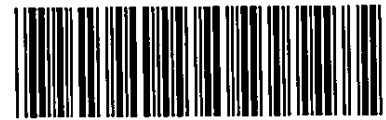
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



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

THURSDAY



LD3 *L160FPAP* 12/04/2012 #67

COMPANIES HOUSE

1

Company details

Company number 06051517

Company name in full Smyths Toys UK Limited
(the "Chargor")

2

For official use

→ **Filing 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 02/07/2013

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 Debenture

4

Amount secured

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

Amount secured all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Obligors to the Bank including interest, discount, commission and all lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping any account of any Obligor and so that the interest shall be computed and compounded according to the usual rate and practice of the Bank as well as after as before any demand made or decree or judgement obtained under the Debenture or the Security, and all or any monies, liabilities and obligations due to the Bank under the Debenture

Continuation page

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

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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 Allied Irish Banks Plc (the "Bank")
Address Bankcentre, Ballsbridge, Dublin 4, Ireland

Postcode

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

Definitions

"Account Bank" means Allied Irish Banks plc or any other bank appointed by the Chargor and approved by the Bank,

"Accounts" means any account in the name of the Chargor held with the Account Bank, and as at the date of the Debenture includes the Accounts more particularly described in Part 1 of Schedule 4 of the Debenture,

"Ancillary Rights" means the benefit of all covenants, leases, tenancies, agreements, licences, rights, conditions or encumbrances relating to the Mortgaged Properties and all monies paid or payable thereunder,

"Enforcement Event" means any of the following events

- (a) a failure by the Obligors or any of them to pay or discharge any of the Secured Obligations when the same ought to be paid or discharged, or
- (b) any event by virtue of which any of the Secured Obligations becomes due to be paid or discharged before the date on which it would otherwise be due to be paid or discharged,

"Facility Agreement" means the Irish law governed facility agreement dated on or about the date hereof (as amended or replaced from time to time) between Smyths Toys HQ and the Bank in relation to a multi-option overdraft, documentary letter of credit facility on the terms set out therein (each defined term as defined within the Facility Agreement),

"Fixtures" means all fixtures and fittings and fixed plant and machinery from time to time in and upon the Mortgaged Properties,

"Floating Charge Asset" means any Security Asset which for the time being is the subject of the floating charge created by Clause 2 (*Floating Charge*),

"Insurances" means all policies or contracts of insurance or assurance now or hereafter effected by the Chargor or on its behalf or in which it may have an interest,

"Mortgaged Properties" means all freehold or leasehold properties from time to time forming part of the Security Assets and includes the Specified Properties,

"Obligor" shall have the meaning ascribed to it in the Facility Agreement,

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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 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

William Greig
WILLIAM GREIG
For McGigors LLP

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 **Chen Ikeogu**

Company name **MCGRIGORS LLP**

Address **5 Old Bailey**

Post town **London**

County/Region

Postcode **E C 4 M 7 B A**

Country

DX **DX 227 London Chancery Lane**

Telephone **0207 054 2500**



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 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

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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

"Occupational Lease" means any occupational lease or licence or other right of occupation to which the Mortgaged Properties may be subject from time to time,

"Occupational Tenant" means a tenant, licensee or other occupier under any Occupational Lease,

"Pari Passu Agreement" means the pari passu agreement dated on or about the date hereof (as amended or replaced from time to time) and entered into by the Bank, Barclays Bank Ireland Plc, Smyths Toys, Smyths Toys HQ, Smyths Toys NI, the Parent (each of the Parent, Smyths Toys, Smyths Toys HQ and Smyths Toys NI Limited as defined in the Debenture) and the Chargor and any other member of the Group, together with all agreements or other instruments supplemental thereto,

"Permitted Security" shall have the meaning ascribed to it in the Facility Agreement,

"Premises" means all buildings and erections from time to time forming part of the Mortgaged Properties,

"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of the Chargor in connection with the letting or licensing of the Mortgaged Properties or any part of them, including (but not limited to)

- (a) rent and/or licence fees (and any amount equivalent to it) payable whether variable or not and however or whenever described, reserved or made payable,
- (b) sums received by the Chargor from any deposit held as security for performance of any tenant's obligations,
- (c) any other moneys payable in respect of occupation and/or usage of the Property and every fixture and fitting in it and any and every fixture on it for display or advertisement, on licence or otherwise,
- (d) any profits, damages, compensation, settlement or expenses for or representing loss of rent or interest on them awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Chargor from any party) in furtherance of such proceedings so taken or claim so made,
- (e) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,
- (f) any sum payable or the value of any consideration to be given by or on behalf of any Occupational Tenant for the surrender or variation of any Occupational Lease,
- (g) any sum payable by any guarantor of any Occupational Tenant, and

any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

"Secured Obligations" means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Obligors to the Bank including interest, discount, commission and all lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping any account of any Obligor and so that the interest shall be computed and compounded according to the usual rate and practice of the Bank as well as after as before any demand made or decree or judgement obtained under the Debenture or the Security, and all or any monies, liabilities and obligations due to the Bank under the Debenture,

"Security" shall have the meaning ascribed to it in the Facility Agreement,

"Security Assets" means all or any part of or interest in the undertaking, property, rights

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Short particulars

and assets of the Chargor which now or at any time hereafter are or are expressed to be the subject of any Security created or purported to be created by or pursuant to the Debenture,

"Specified Properties" means the freehold or leasehold properties specified in Part 1 of Schedule 1 of the Debenture

1 FIXED SECURITY

In security for the payment and discharge of the Secured Obligations, the Chargor, with full title guarantee, creates the fixed Security set out in the following provisions of this Clause in favour of the Bank

1 1 Mortgages and charges

1 1 1 Land

The Chargor charges

(a) by way of first legal mortgage, all estates and interests in the Specified Properties and all other freehold or leasehold properties now or hereafter belonging to it together with the Premises and the Fixtures on and in them, and the Ancillary Rights pertaining to them,

(b) by way of first legal charge (to the extent not effectively mortgaged under paragraph (a) above, or any other present or future mortgage in favour of the Bank), all estates and interests in all freehold or leasehold properties now or hereafter belonging to it together with the Premises and the Fixtures on and in them and the Ancillary Rights pertaining to them

1 1 2 Plant, machinery and chattels

The Chargor charges by way of first fixed charge, all plant, machinery and other chattels now or hereafter owned by it, and its interest in all plant, machinery and other chattels held by it under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by it to any other person, and any guarantees, indemnities and Security for the performance of such person's obligations now or hereafter held or enjoyed by it in relation thereto

1 1 3 Credit balances

The Chargor charges by way of first fixed charge, all monies, whether principal or interest, accrued or accruing, now or at any time hereafter deposited in or otherwise standing to the credit of each Account and any other present or future account of the Chargor with the Bank or any other bank, financial institution or other person, the debts thereby represented, and all other rights and benefits in connection therewith

1 1 4 Rental Income

The Chargor charges by way of first fixed charge (except to the extent the subject of a valid fixed Security under any other provision of the Debenture), all Rental Income together with the benefit of all guarantees, indemnities, Security and other rights of any nature now or hereafter held or enjoyed by it in relation thereto

1 1 5 Book Debts

The Chargor charges by way of first fixed charge all book and other debts and monetary claims both present and future (including bank deposits and credit balances) due or owing to the Chargor and the full benefit of all rights relating thereto including (without limitation)

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>all guarantees and securities therefor, indemnities in respect thereof, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and other rights enabling the Chargor to enforce any such debts or claims,</p> <p>1 1 6 Stocks & Shares</p> <p>The Chargor charges by way of first fixed charge</p> <ul style="list-style-type: none"> (i) all stocks, shares, securities and other interests which are now or may at any time hereafter be owned by the Chargor or in which the Chargor may otherwise be interested including (without limitation) loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor both present and future by any company which now is or may hereafter become a subsidiary of the Chargor, (ii) the full benefit of all stocks, shares and securities which, or the certificates of which, are now or may at any time hereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees, (iii) all rights in respect of or incidental to the Charged Property described at (i) and (ii) above (the Secured Assets described at (i) to (iii) herein being hereinafter called "the Securities"), and (iv) all stocks, shares, securities, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith (the Secured Assets described at (i) to (iv)) <p>1 1 7 Miscellaneous</p> <p>The Chargor charges by way of first fixed charge</p> <ul style="list-style-type: none"> (a) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by it in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder, (b) all sums, realised or recovered by any liquidator or administrator of the Chargor pursuant to Part VI of the Insolvency Act 1986, (c) all trade names, brand names, registered and unregistered trade or service marks to which the Chargor is or may hereafter become entitled and all copyrights, patents, inventions and fees, royalties and other rights of every kind deriving from copyrights, patents or inventions now or at any time hereafter belonging to the Chargor, (d) its goodwill, and (e) its uncalled capital <p>1 2 Assignments</p> <p>1 2 1 Insurances</p> <p>The Chargor assigns absolutely by way of security, the benefit of and its whole present and future rights and claims under or in respect of all Insurances including without limitation, all rights to submit, negotiate and settle claims, and all monies now or hereafter payable thereunder, including return of premiums</p> <p>1 2 2 Rental Income</p>	

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Short particulars

The Chargor assigns absolutely by way of security, all Rental Income, and the benefit of all guarantees, indemnities and Security now or hereafter held or enjoyed by it in relation thereto

1 2 3 Hedging Agreements

The Chargor assigns absolutely by way of security, the benefit of and its whole present and future rights under any hedging arrangements

2 FLOATING CHARGE

2 1 Charge

In security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges by way of first floating charge, its whole undertaking, property, rights and assets, present and future, except to the extent they are effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under or pursuant to the Debenture (including any such property rights or assets comprised in a charge which is reconverted under Clause 2 5 (*Reconversion*)), or any other mortgage, fixed charge or assignment in favour of the Bank

2 2 Crystallisation by notice

The Bank may at any time by written notice to the Chargor convert the floating charge created by Clause 2 1 (*Charge*) into a fixed charge as regards all or any part of the Floating Charge Assets specified in such notice (and if no Floating Charge Assets are so specified, such notice shall take effect in respect of all the Floating Charge Assets)

- (a) if the Bank considers such Floating Charge Assets to be in danger of being seized or sold under any distress, attachment, execution, diligence or other process levied or threatened, or otherwise to be in jeopardy and whether or not an Enforcement Event has occurred, or
- (b) upon the occurrence of an Enforcement Event

2 3 Automatic crystallisation

If, without the Bank's prior written consent

- (a) any Floating Charge Assets are made or become subject to any Security other than Permitted Security,
- (b) any person levies any distress, attachment, execution, diligence or other process against any Floating Charge Assets, or threatens or takes any steps to do so,
- (c) the Chargor disposes of any Floating Charge Assets otherwise than by way of sale in the ordinary course of its business for market value on an arms length basis and for consideration payable in cash on normal commercial terms or threatens or takes any steps to do so, or
- (d) an administrator is appointed to the Chargor or the Bank receives notice of intention to appoint an administrator,

then the floating charge created by Clause 2 1 (*Charge*) shall automatically and immediately, without any requirement for notice, be converted into a fixed charge in respect of such Floating Charge Assets

2 4 Future Floating Charge Assets

Save as otherwise stated in any notice given under Clause 2 2 (*Crystallisation by notice*) or, unless such notice extends to all the Floating Charge Assets, any prospective Floating Charge Assets acquired by the Chargor after crystallisation has occurred under Clause 2 2 (*Crystallisation by notice*) or Clause 2 3 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 2 1 (*Charge*), so that such crystallisation shall be effective only as regards the Floating

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Charge Assets in existence at the date of crystallisation

2 5 Reconversion

Where the floating charge created by Clause 2 1 (*Charge*) has crystallised under Clause 2 2 (*Crystallisation by notice*) or Clause 2 3 (*Automatic crystallisation*), it may be reconverted into a floating charge by written notice given at any time by the Bank to the Chargor, in respect of the Security Assets specified in such notice

2 6 Priority

2 6 1 Any present or future fixed Security created by the Chargor in favour of the Bank under or pursuant to this Deed, or otherwise, shall, save as the Bank may otherwise agree in writing at or after the time of its creation, rank and have priority before the floating charge created by Clause 2 1 (*Charge*)

2 6 2 Any Security created by the Chargor after the date of this Deed (except any Security in favour of the Bank) shall be expressed to be subject to this Deed and the Security, and shall rank and, subject to the terms of the Pari Passu Agreement, have priority after the Security

3 NEGATIVE PLEDGE

The Chargor shall not create or permit to subsist and security on any of its Security Assets other than the Permitted Security

4 TACKING

The Bank may, but shall not be obliged to, perform any obligation to make further advances to the Chargor under the Facility Agreement



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

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

**COMPANY NO. 6051517
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 MARCH
2012 AND CREATED BY SMYTHS TOYS UK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
OBLIGORS TO ALLIED IRISH BANKS PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 12 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES