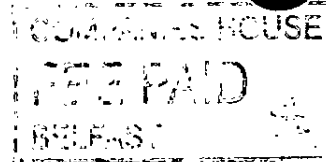


MG01

Particulars of a mortgage or charge



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.

TUESDAY



JNI *J16IW0LN* #18
10/04/2012
COMPANIES HOUSE

1 Company details

Company number

N	I	0	6	0	8	3	2
---	---	---	---	---	---	---	---

Company name in full SMYTHS TOYS NI LIMITED (the "Company")

For official use

2

→ **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	2	d	7	m	0	m	3	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 DEBENTURE

4 Amount secured

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

Amount secured

1. The Company has covenanted with Barclays Bank Ireland plc (the "Bank") that it shall on demand in writing pay perform and discharge its Secured Obligations (as defined in the Debenture and referred to below) as and when the same fall due for payment, performance or discharge in accordance with the terms of the Facility Agreement (as defined in the Debenture and referred to below) or, in the absence of any such express terms, on demand.
2. The Company has covenanted with the Bank to pay interest on any amounts due under clause 2.1 of the Debenture (as referred to at paragraph 1 above) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Company) at the Default Rate (as defined in the Debenture and referred to below), provided that, in the case of any expenses, such interest shall accrue and be payable as from the date on which the relevant expense arose without the necessity for any demand being made for payment.

Continuation page

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

COMPANIES HOUSE
10 APR 2012
BELFAST

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.	
Name	Barclays Bank Ireland plc (the "Bank")	
Address	Two Park Place	
	Hatch Street	
Postcode	D u b l i n 2	
Name		
Address		
Postcode		

Continuation page

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

6

Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>The Company:</p> <p>(1) Charges by way of first fixed charge all freehold and leasehold property of the Company (other than land in Scotland) both present and future together with all buildings, fixtures (including trade fixtures), fixed plant and machinery from time to time thereon (other than future freehold and leasehold property acquired by the Company subject to an existing fixed charge in which case the charge shall be a subsequent fixed charge) and all liens, charges, options, agreements, rights and interest in or over land both present and future vested in the Company or to which the Company may be entitled.</p> <p>(2) 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 (as defined in the Debenture and referred to in section 4 above) for the performance of such person's obligations now or hereafter held or enjoyed by it in relation thereto.</p> <p>(3) 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 (as defined in the Debenture and referred to below) and any other present or future account of the Company 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.</p> <p>(4) 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.</p> <p>(5) 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 Company and the full benefit of all rights relating thereto including (without limitation) all guarantees and securities therefor, indemnities in respect thereof, negotiable instruments, legal and equitable charges, reservation of</p>	

Continuation page

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

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).

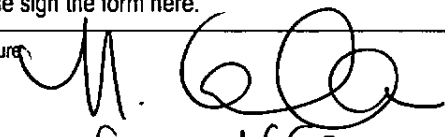
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  X
for McGing & Best LLP

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

MG01

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 **Jane Boyd**

Company name
MCGRIGORS BELFAST LLP

Address **ARNOTT HOUSE, 12-16 BRIDGE STREET**

Post town **BELFAST**

County/Region **ANTRIM**

Postcode **B T 1 1 L S**

Country

DX **DX 424 NR BELFAST1**

Telephone **028 9089 4906**



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>"Default Rate" means the rate of 3% per annum over the rate otherwise payable in respect of the Secured Obligations.</p> <p>"Secured Obligations" means all monies, liabilities and obligations, actual or contingent and owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may be or become due in any manner by the Company 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 the Company 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 judgment obtained under the Debenture or the Security and all or any monies, liabilities and obligations due to the Bank under the Debenture.</p> <p>"Security" shall have the meaning ascribed to it in the Facility Agreement.</p> <p>"Facility Agreement" means the on-demand multi-option loan agreement dated on or about the date of the Debenture between, <i>inter alios</i>, Smyths Toys Holding (as parent), Smyths Toys HQ (as borrower and guarantor), Smyths Toys, Smyths Toys UK Limited and the Company (as guarantors) and the Bank (as may be amended and restated from time to time).</p>	

MG01 - continuation page

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>proprietary rights, rights of tracing and unpaid vendors' liens and other rights enabling the Company to enforce any such debts or claims.</p> <p>(6) Charges by way of first fixed charge:</p> <p>(i) all stocks, shares, securities and other interests which are now or may at any time hereafter be owned by the Company or in which the Company may otherwise be interested including (without limitation) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future by any Company which now is or may hereafter become a subsidiary of the Company;</p> <p>(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;</p> <p>(iii) all rights in respect of or incidental to the Charged Property as described in the Debenture and referred to at 6(i) and 6(ii) above (the Secured Assets described in the Debenture and referred to at 6(i), 6(ii) and 6(iii) above being called "the Securities"); and</p> <p>(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 (as referred to above) including all dividends, interest and other income payable in connection therewith (the Secured Assets described in the Debenture and referred to at 6(i) to 6(iv) above).</p> <p>(7) Charges by way of first fixed charge:</p> <p>(i) 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;</p> <p>(ii) all sums, realised or recovered by any liquidator or administrator of the Company pursuant to Part VI of the Insolvency (Northern Ireland) Order 1989;</p> <p>(iii) all trade names, brand names, registered and unregistered trade or service marks to which the Company 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 Company;</p> <p>(iv) its goodwill; and</p> <p>(v) its uncalled capital.</p> <p>(8) Assigns absolutely by way of assignment 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>(9) Assigns absolutely by way of assignment, all Rental Income, and the benefit of all guarantees, indemnities and security now or hereafter held or enjoyed by it in relation thereto.</p>

MG01 - continuation page

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

(10) Assigns absolutely by way of assignment, the benefit of and its whole present and future rights under the any hedging agreements.

(11) 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 4.5 of the Debenture (which states that where a floating charge has crystallised in accordance with the terms of the Debenture, it may be reconverted into a floating charge by written notice given at any time by the Bank to the Company, in respect of the Security Assets specified in such notice), or any other mortgage, fixed charge or assignment in favour of the Bank.

(12) The Company shall not create or permit to subsist any Security on any of its Security Assets other than Permitted Security.

(13) The Bank may at any time by written notice to the Company convert the floating charge created by the Debenture and referred to at paragraph (11) above into a fixed charge as regards all or any part of the Floating Charge Assets (as defined in the Debenture and referred to below) 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):

(i) 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 (as defined in the Debenture and referred to below) has occurred; or

(ii) upon the occurrence of an Enforcement Event.

(14) If, without the Bank's prior written consent:

(i) any Floating Charge Assets are made or become subject to any Security other than Permitted Security;

(ii) 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;

(iii) the Company 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

(iv) an administrator is appointed to the Company or the Bank receives notice of intention to appoint an administrator,

then the floating charge created by the Debenture and referred to at paragraph (11) shall automatically and immediately, without any requirement for notice, be converted into a fixed charge in respect of such Floating Charge Assets.

MG01 - continuation page

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

"Account" means any account in the name of the Company held with the Account Bank (as defined in the Debenture and referred to below), and as at the date of the Debenture includes the Accounts more particularly described in Part 1 of Schedule 4 of the Debenture and referred to below.

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

"Enforcement Event" means any of the following events:

(i) a failure by the Obligors (as defined in the Debenture and referred to below) or any of them to pay or discharge any of the Secured Obligations when the same ought to be paid or discharged; or

(ii) 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.

"Floating Charge Assets" means any Security Asset which for the time being is the subject of the floating charge created by the Debenture and referred to at paragraph (11) above.

"Insurances" means all policies or contracts of insurance or assurance now or hereafter effected by the Company 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.

"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.

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

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

(i) 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 Company 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;

MG01 - continuation page

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

(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 Company 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

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

"Security Assets" means all or any part of or interest in the undertaking, property, rights and assets of the Company 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 Schedule 1 of the Debenture and referred to below.

SCHEDULE 1

None specified

SCHEDULE 4

Part 1: Accounts

None specified



FILE COPY

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

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

**COMPANY NO. NI60832
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 MARCH
2012 AND CREATED BY SMYTHS TOYS NI LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BARCLAYS BANK IRELAND PLC 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
10 APRIL 2012**

GIVEN AT COMPANIES HOUSE, BELFAST THE 11 APRIL 2012



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**