

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

WEDNESDAY



LVMW2G1H

LD2

23/12/2009

152

COMPANIES HOUSE

1

Company details

Company number

0 6 0 5 1 5 1 7

Company name in full

SMYTHS TOYS UK LIMITED



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

d1 d8 m1 m2 y2 y0 y0 y9

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

Rent Deposit Deed

4

Amount secured

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

Amount secured

(See continuation page).

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 CHAPLESTON TRUSTEES LIMITED

Address PO Box 733, 29 Esplanade,
St Helier, Jersey

Postcode J E 4 O Z S

Name CHAPLESTON NOMINEES 1 LIMITED

Address PO Box 733, 29 Esplanade,
St Helier, Jersey

Postcode J E 4 O Z S

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

1 £168,765.25.

2 An interest bearing account in the name of Smyths Toys UK Limited and specifically designated "Unit 1, The Link, Westwood Cross, Thanet, Kent Deposit Account" at such bank or other institution in the United Kingdom as Chapleston Trustees Limited and Chapleston Nominees 1 Limited shall from time to time decide in its absolute discretion and notify the Tenant in writing provided that such institution shall pay a market rate of interest ("the Deposit Account").

3 The amount from time to time standing to the credit of the Deposit Account.

4 All interest credited to the Deposit Account from time to time.

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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 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

Mapstone 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 Richard Giangrande

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region

Postcode E C 4 A 1 L T

Country

DX 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge.
Amount secured	<p><i>(Continued from page 1)</i></p> <p>Schedule to the Form MG01 in respect of the Rent Deposit Deed (the "Rent Deposit Deed") given by Smyths Toys UK Limited (the "Tenant") in favour of Chapleston Trustees Limited and Chapleston Nominees 1 Limited (the "Landlord") dated 18 December 2009 (the "Form MG01").</p> <p>In this Form MG01 the following words and expressions shall have the meanings respectively set out against them below:-</p> <p>Insolvency Related Event: the Tenant becoming subject to an interim order under Section 252 of the Insolvency Act 1986, or becoming subject to a voluntary arrangement as defined in the Section 253 of the Insolvency Act 1986, or having an interim receiver appointed under Section 286 of the Insolvency Act 1986, or becoming subject to a winding up, either by the Court or voluntarily (except for the purpose of reconstruction or amalgamation not involving any reduction of capital, or having a receiver or administrative receiver appointed in respect of the whole or any part of its assets or undertaking, or becoming subject to a proposal for a voluntary arrangement, or having made against it an application for the appointment of an administrator, or having an administrator appointed (whether by Court order or otherwise) or being struck off the register of companies under Section 652 of the Companies Act 1985;</p> <p>Guarantee: an agreement entered into by the Tenant pursuant to the Lease whereby the Tenant guarantees the due performance by the Tenant's assignee of the Lease covenants, pursuant to Section 16 of the Landlord and Tenant (Covenants) Act 1995;</p> <p>Lease: the lease dated 18 December 2009 and made between the Landlord and the Tenant (including all or any deeds and documents made pursuant to or supplemental to the said Lease, whether or not expressed to be so); and</p> <p>VAT: value added tax or any tax of a similar nature which may be substituted for it or levied in addition to it.</p> <p>The following sums were secured under the Rent Deposit Deed:</p> <p>(1) The yearly rent and VAT thereon reserved by the Lease and the other undisputed sums (whether of interest, insurance rent, service charge, damages, costs, expenses, VAT, or otherwise) payable under the Lease which have not been paid by the due date for payment and all sums payable under the terms of any Guarantee, provided that any such sums (but for the avoidance of doubt excluding the yearly rent and the VAT thereon) shall only be deemed to be undisputed if (i) the sum due has already been agreed by the Landlord and the Tenant in writing; or (ii) the Landlord has served written notice on the Tenant detailing the amount of the sum owed and the Tenant has not responded within 21 days of the date of such notice in order to query or object to such sum; or (iii) the Tenant initially objects to or queries such notice but on receiving a written explanation from the Landlord confirms to the Landlord that it is satisfied that such sum is in fact due or fails to respond to the Landlord's explanation within 21 days of the date of such explanation; or (iv) the Landlord obtains an award or judgment or an order of a competent court or other tribunal that the relevant sum is due and payable by the Tenant;</p> <p>(2) In the event of an Insolvency Related Event occurring, the rents reserved by and the other sums (whether of interest, damages, costs, expenses, VAT or otherwise) payable under the Lease which have not been paid by the due date for payment and all sums payable under the terms of any Guarantee;</p>

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>(3) In the event of forfeiture or disclaimer of the Lease the rents and other sums which would have been payable under the Lease (had it not been forfeited or disclaimed) for the period from the date of forfeiture or disclaimer until the earlier of:-</p> <p>(a) the date six months from the date of disclaimer or forfeiture; and</p> <p>(b) the date from which a full market rent is payable under a new lease of the premises granted on terms substantially similar to those contained in the Lease;</p> <p>(4) In the event of any breach, failure, non-observance, omission or non-performance of or in relation to the Tenant's covenants or other obligations under the Lease, such sums as would meet (or, if the amount from time to time standing to the credit of the Deposit Account is insufficient, would go towards meeting) any undisputed sums (as such term is defined at paragraph 1 above);</p> <p>(5) All legal costs and other fees and expenses properly incurred by the Landlord in enforcing the terms of the Lease or the Rent Deposit Deed;</p> <p>together in each case with an amount equal to such VAT as is or would have been properly chargeable thereon.</p>	



FILE COPY

**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. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED 18
DECEMBER 2009 AND CREATED BY SMYTHS TOYS UK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CHAPLESTON TRUSTEES
LIMITED AND CHAPLESTON NOMINEES 1 LIMITED WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 23 DECEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER
2009**



Companies House
— for the record —



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

