

# MG02

## Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge

☐ **What this form is NOT for**  
You cannot use this form  
a statement of satisfaction  
or in part of a fixed charge  
company registered in Scotland  
do this, please use form N

WEDNESDAY



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03/04/2013

#129

COMPANIES HOUSE

### 1 Company details

Company number	0	5	4	1	0	1	7	7
Company name in full	TOYS "R" US PROPERTIES (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 Creation of charge

Date charge created	0	9	0	2	2	0	0	6
Description <sup>1</sup>	Security Agreement (the "Deed") dated 9 February 2006 between the Chargor and the Security Agent (as defined below)							
Date of registration <sup>2</sup>	1	7	0	2	2	0	0	6

- <sup>1</sup> You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'
- <sup>2</sup> The date of registration may be  
confirmed from the certificate

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders								
Name	DEUTSCHE BANK AG, LONDON BRANCH (the "Security Agent")							
Address	Winchester House, 1 Great Winchester Street London							
Postcode	E	C	2	N	2	D	B	
Name								
Address								
Postcode								
Name								
Address								
Postcode								

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

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4

**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

See continuation sheets

5

**Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has  
been paid or satisfied ①

- ☒ In full  
☐ In part.

① Please tick one box only

6

**Signature**

Please sign the form here

Signature

Signature

X *Paul Hastings (Europe) 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. The contact information you give will be visible to searchers of the public record.

Contact name Sneh Shah

Company name Paul Hastings (Europe) LLP

Address Ten Bishops Square, Eighth Floor

Post town

County/Region London

Postcode E 1 6 E G

Country United Kingdom

DX

Telephone 0203 023 5126



### 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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



### Important information

Please note that all information on this form will appear on the public record



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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<b>4</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation Sheet 1</p> <p><b>1 CREATION OF SECURITY</b></p> <p><b>1 1 General</b></p> <p>(a) All the security created under the Deed</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is created over present and future assets of the Chargor,</p> <p>(iii) is security for the payment and satisfaction of all the Secured Liabilities, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (or in relation to property, rights or assets situated in Northern Ireland or otherwise governed by Northern Irish law as beneficial owner)</p> <p>(b) The Security Agent holds the benefit of the Deed on trust for the Finance Parties</p> <p><b>1 2 Land</b></p> <p>(a) The Chargor charges</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it other than any such property situated in Northern Ireland, this includes the real property specified in Schedule 1 (Real Property) to the Deed (and to this MG02), and</p> <p>(ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above or freehold, feuhold or leasehold property in Scotland) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it</p> <p>(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes</p> <p>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</p> <p>(c) The Chargor as beneficial owner and where relevant as registered owner (or as the person entitled to become registered as owner) all estates or interests in any freehold or leasehold property now owned by it and situated in Northern Ireland hereby</p>

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4	<p><b>Short particulars of all the property mortgaged or charged</b></p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p>Continuation sheet 2</p> <p>(i) grants and demises to the Security Agent all such freehold and leasehold property (save any part the ownership whereof is registered or is in the course of being registered at the Land Registry of Northern Ireland but including any part thereof which is held additionally for any other estate or interest) now belonging to the Chargor (this including the real property specified in Schedule 1 (Real Property) to the Deed (and to this MG02))</p> <p>(A) TO HOLD so much of same as is held in fee simple or under fee farm grant unto the Security Agent for the term of 1,000 years from the date hereof, and/or</p> <p>(B) TO HOLD so much of the same as is of leasehold tenure unto the Security Agent for the residue of the respective term of years for which the Chargor holds the same respectively less the last 3 days of such terms</p> <p>Subject as to all the above property to the proviso for redemption contained in Clause 20 (Release) of the Deed, and</p> <p>(ii) charges unto the Security Agent all such freehold and leasehold property in the ownership whereof, or in the case of leasehold property the leasehold interest whereof, is registered or in the course of being registered in the Land Registry of Northern Ireland (including the real property specified in Schedule 1 (Real Property) to the Deed (and to this MG02)) with payment of the Secured Liabilities and the Chargor assents to the registration of this charge as a burden on all property affected thereby subject to the proviso for redemption contained in Clause 20 (Release) of the Deed and applies to the Registrar of Titles for registration in the Folios specified in Schedule 1 to the Deed (and to this MG02) of an inhibition in the terms set out in Clause 5 3 of the Deed</p> <p>(d) The Chargor hereby attorns tenant to the Security Agent of any part of the Mortgaged Property (as defined in Clause 5 1 (General) of the Deed) situated in Northern Ireland at the yearly rent of five pence (if demanded) provided always that the Security Agent may at any time without notice to the Chargor determine the tenancy hereby created and enter upon such Mortgaged Property but so that neither receipt of the said rent nor the said tenancy shall render the Security Agent liable to account to any person as mortgagee in possession</p> <p>(e) It is hereby agreed and declared that the Chargor shall stand possessed of the reversion immediately expectant upon the term of years hereby granted in any part of the Mortgaged Property in Northern Ireland in trust for the Security Agent and to assign, convey or dispose of the same as the Security Agent may direct (subject to the proviso for redemption contained in Clause 20 (Release) of the Deed) and the Security Agent may at any time during the continuance of the security hereby created remove the Chargor or any other person, persons or body corporate from being a trustee of the trust declared by this clause and on the death or removal of the Chargor or such other person, persons or body corporate appoint a new trustee or trustees in his or their or its place</p>

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation sheet 3</p> <p>1 3 Securities</p> <p>(a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf</p> <p>(b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <p>(i) any dividend or interest paid or payable in relation to it, and</p> <p>(ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p>1 4 Plant and machinery</p> <p>The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession</p> <p>1 5 Credit balances</p> <p>(a) The Charger charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of the Rent Account, the Disposal Account and the Insurance Account and the debt represented by it</p> <p>(b) The Charger charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account not referred to in paragraph (a) above (including any other account contemplated by the Credit Agreement or the Deed) it has with any person and the debt represented by it</p> <p>1 6 Hedging</p> <p>The Chargor assigns absolutely (subject to any rights of set off or netting provided for in the Hedging Agreements), subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements</p> <p>1 7 Other contracts</p> <p>The Charger assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights</p> <p>(a) under each Lease Document,</p> <p>(b) in respect of all Rental Income,</p> <p>(c) under the Property Management Agreement,</p>

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<b>4</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation sheet 4</p> <p>(d) under any guarantee of Rental Income contained in or relating to any Lease Document, (e) under any agreement relating to the purchase of a Property by the Charger, and (f) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause</p> <p><b>1 8 Miscellaneous</b></p> <p>The Charger charges by way of first fixed charge</p> <p>(a) its goodwill, (b) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset, (c) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (b) above, and (d) its uncalled capital</p> <p><b>1 9 Floating charge</b></p> <p>(a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause</p> <p>(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Event of Default is outstanding and the Loan has been accelerated pursuant to Clause 19 18 (Acceleration) of the Credit Agreement, or (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>(c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or (ii) anything done with a view to obtaining a moratorium,</p> <p>under the Insolvency Act 2000 or equivalent legislation in Northern Ireland</p> <p>(d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator</p> <p>(e) The floating charge created by this Subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986 or in relation to Northern Ireland (if applicable) paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 2005</p>

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4	Short particulars of all the property mortgaged or charged
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Short particulars	<p>Continuation sheet 5</p> <p><b>2 RESTRICTIONS ON DEALINGS</b></p> <p><b>2 1 Security</b></p> <p>Except as expressly allowed in the Credit Agreement, the Chargor must not create or permit to subsist any Security on any Security Asset (except for any security created by the Deed)</p> <p><b>2 2 Disposals</b></p> <p>Except as expressly allowed in the Credit Agreement, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Deed</p> <p style="text-align: center;">Definitions</p> <p>In this MG02</p> <p><b>A1 Commitment means</b></p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "A1 Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) to the Credit Agreement and the amount of any other A1 Commitment transferred to it in accordance with the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any A1 Commitment transferred to it in accordance with the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under or in accordance with the Credit Agreement</p> <p><b>A2 Commitment means</b></p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "A2 Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) to the Credit Agreement and the amount of any other A2 Commitment transferred to it in accordance with the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any A2 Commitment transferred to it in accordance with the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under or in accordance with the Credit Agreement</p>



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4	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars	<p>Continuation sheet 6</p> <p>A3 Commitment means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "A3 Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) to the Credit Agreement and the amount of any other A3 Commitment transferred to it in accordance with the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any A3 Commitment transferred to it in accordance with the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under or in accordance with the Credit Agreement</p> <p>A4 Commitment means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "A4 Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) to the Credit Agreement and the amount of any other A4 Commitment transferred to it in accordance with the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any A4 Commitment transferred to it in accordance with the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under or in accordance with the Credit Agreement</p> <p>A5 Commitment means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "A5 Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) to the Credit Agreement and the amount of any other A5 Commitment transferred to it in accordance with the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any A5 Commitment transferred to it in accordance with the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under or in accordance with the Credit Agreement</p>	

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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation sheet 7</p> <p>A6 Commitment means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "A6 Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) to the Credit Agreement and the amount of any other A6 Commitment transferred to it in accordance with the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any A6 Commitment transferred to it in accordance with the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under or in accordance with the Credit Agreement</p> <p>A Loan means any A1 Loan, A2 Loan, A3 Loan, A4 Loan, AS Loan or A6 Loan</p> <p>A1 Loan means the principal amount of the A1 Commitment borrowed under the Credit Agreement and designated as such in each relevant Request or the principal amount outstanding of each such borrowing</p> <p>A2 Loan means the principal amount of the A2 Commitment borrowed under the Credit Agreement and designated as such in each relevant Request or the principal amount outstanding of each such borrowing</p> <p>A3 Loan means the principal amount of the A3 Commitment borrowed under the Credit Agreement and designated as such in each relevant Request or the principal amount outstanding of each such borrowing</p> <p>A4 Loan means the principal amount of the A4 Commitment borrowed under the Credit Agreement and designated as such in each relevant Request or the principal amount outstanding of each such borrowing</p> <p>AS Loan means the principal amount of the AS Commitment borrowed under the Credit Agreement and designated as such in each relevant Request or the principal amount outstanding of each such borrowing</p> <p>A6 Loan means the principal amount of the A6 Commitment borrowed under the Credit Agreement and designated as such in each relevant Request or the principal amount outstanding of each such borrowing</p> <p>Additional Hedge Counterparty means a bank or financial institution which becomes a Hedge Counterparty after the date of the Credit Agreement</p>	

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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Continuation sheet 8</p> <p>Additional Property means any real property the security over which is created by a Security Document entered into after the first Utilisation Date, as more fully described in that Security Document and, where the context so requires, includes the buildings on that Additional Property</p> <p>Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property</p> <p>Assignment of Rent means an assignment of rent entered into or to be entered into by the Chargor in favour of the Facility Agent</p> <p>B Commitment means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "B Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) to the Credit Agreement and the amount of any other B Commitment transferred to it in accordance with the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any B Commitment which is transferred to it in accordance with the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under or in accordance with the Credit Agreement</p> <p>B Loan means the principal amount of the B Commitment borrowed under the Credit Agreement and designated as such in each relevant Request or the principal amount outstanding of each such borrowing</p> <p>Cardiff Property means a property located in Cardiff to be acquired by the Chargor after the date of and in accordance with the Credit Agreement, as to be more particularly described in the relevant Supplemental Security Agreement</p> <p>Commitment means the A1 Commitment, A2 Commitment, A3 Commitment, A4 Commitment, A5 Commitment, the A6 Commitment or the B Commitment</p> <p>Credit Agreement means the £420,200,000 credit agreement dated 8th February, 2006 between, among others, the Chargor and the Security Agent</p> <p>Disposal Account means the account designated as such under the terms of the Credit Agreement</p> <p>Event of Default means any event or circumstance specified as such in Clause 19 (Events of Default) of the Credit Agreement</p> <p>Facility Agent means Deutsche Bank AG, London Branch as facility agent of the Lenders</p>	

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation sheet 9</p> <p>Facility means each credit facility made available under this Agreement (and Facilities means all of them)</p> <p>Finance Documents means the Credit Agreement, any Security Document, a Subordination Agreement, any Hedging Agreement (except where the term Finance Document is used in Clauses 10 3 (Tax Gross-Up) and 10 4 (Tax Indemnity) of the Credit Agreement in which case no Hedging Agreement will be included) and any other document designated as a Finance Document by the Facility Agent and the Chargor</p> <p>Finance Party means the Facility Agent, the Security Agent, a Lender or any Hedge Counterparty</p> <p>Headlease means a lease under which the Chargor holds title to a Property</p> <p>Hedge Counterparty means the Original Hedge Counterparty or an Additional Hedge Counterparty</p> <p>Hedge Counterparty Accession Agreement means a letter, substantially in the form of Schedule 5 (Form of Hedge Counterparty Accession Agreement), with such amendments as the Facility Agent may approve or reasonably require</p> <p>Hedging Agreement means any interest hedging arrangement entered into by the Chargor in connection with interest payable under the Credit Agreement in relation to the B Loan</p> <p>Insurance Account means the account designated as such under the terms of the Credit Agreement and opened and maintained by the Chargor pursuant to Clause 14 (Bank Accounts) of the Credit Agreement</p> <p>Lease Document means</p> <ul style="list-style-type: none"> <li>(a) an Agreement for Lease,</li> <li>(b) an Occupational Lease, or</li> <li>(c) any other document designated as such by the Facility Agent and the Chargor</li> </ul> <p>Lender means</p> <ul style="list-style-type: none"> <li>(a) any Original Lender, and</li> <li>(b) any bank, financial institution, trust, fund or other entity which has become a party to the Credit Agreement in accordance with Clause 20 (Changes to the Parties) of the Credit Agreement,</li> </ul> <p>provided that upon (i) termination in full of all of the Commitments of any Lender and (ii) payment in full of all amounts which may be or become payable to such Lender under the Finance Documents such Lender shall not be regarded as being a Lender for the purposes of determining whether any provision of any of the Finance Documents requiring consultation with or the consent or approval of or instructions from the Lenders or the Majority Lenders has been complied with</p>

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Short particulars	<p>Continuation sheet 10</p> <p>Loan means an A Loan or the B Loan Majority Lenders means at any time</p> <p>(a) a Lender or Lenders whose Commitments aggregate more than 66 2/3 per cent of the Total Commitments, or</p> <p>(b) if the Total Commitments have been reduced to zero, Lenders whose Commitments aggregated more than 66 2/3 per cent of the Total Commitments immediately prior to that reduction)</p> <p>Mortgage of Shares means the mortgage of the shares in the Chargor granted by Toys "R" Us Holdings Limited and delivered under Part 1 of Schedule 2 (Conditions Precedent) to the Credit Agreement</p> <p>Mortgaged Property means all freehold or leasehold property included in the definition of Security Assets</p> <p>Occupational Lease means each OpCo Lease and any other lease or licence or other right of occupation granted by the Chargor or right of the Chargor to receive rent to which a Property may at any time be subject</p> <p>OpCo Lease means any lease in the agreed form in relation to an Original Property pursuant to which the Principal Tenant is the tenant and the Chargor is the landlord and any other such lease in respect of an Additional Property or the Cardiff Property where the rent payable thereunder has been approved by the Facility Agent (acting reasonably based on the advice of the Valuer) as being an appropriate market rent</p> <p>Original Hedge Counterparty means Deutsche Bank AG, London Branch as counterparty to certain hedging arrangements relating to the B Loan</p> <p>Original Lenders means the entities listed in Part 2 of Schedule 1 (Original Properties and Original Lenders) to the Credit Agreement as lenders</p> <p>Original Property means each property listed in Part 1 of Schedule 1 (Original Properties and Original Lenders) to the Credit Agreement as more fully described in a Security Document and, where the context so requires, includes the buildings on that Original Property</p> <p>Principal Tenant means Toys "R" Us Limited, a company incorporated in England and Wales (registration number 1809223) in its capacity as occupational tenant of the Chargor pursuant to an OpCo Lease</p> <p>Property means an Original Property, the Cardiff Property or an Additional Property</p> <p>Property Management Agreement means the property management agreement entered into in relation to the Properties by, amongst others, the Chargor and Toys "R" Us Properties Limited (with registered number 01809224)</p>

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Short particulars	<p>Continuation sheet 11</p> <p>Rent Account means the account designated as such under the terms of this Agreement and opened and maintained by the Chargor pursuant to Clause 14 (Bank Accounts) to the Credit Agreement</p> <p>Rental Income means all amounts payable to or for the benefit or account of the Chargor in connection with the occupation of all or part of a Property, including</p> <ul style="list-style-type: none"> <li>(a) rent, licence fees and equivalent amounts paid or payable,</li> <li>(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,</li> <li>(c) a sum equal to any apportionment of rent allowed in favour of the Chargor,</li> <li>(d) any other moneys paid or payable in respect of occupation and/or usage of a Property and any fixture and fitting on a property including any fixture or fitting on a Property for display or advertisement, on licence or otherwise,</li> <li>(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,</li> <li>(f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,</li> <li>(g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,</li> <li>(h) any Tenant Contributions, and</li> <li>(i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above (which have not been reimbursed by another person) by the Chargor</li> </ul> <p>Request means a Utilisation Request</p> <p>Security means any mortgage, charge (fixed or floating), standard security, pledge, lien, hypothecation, security trust, assignment by way of security, reservation of title, or any other security interest whatsoever, howsoever created or arising or any other agreement or arrangement (including the establishment of any rights of set-off) entered into for the purposes of conferring security or placing the beneficiary of such agreement or arrangement in a preferred position in an insolvency vis-a-vis other unsecured creditors (including, without limitation, a sale and repurchase arrangement entered into for such purposes</p> <p>Security Agreement means the Deed</p> <p>Security Assets means all assets of the Chargor the subject of any security created by this Deed</p>	

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Continuation Sheet 12</p> <p>Security Document means</p> <ul style="list-style-type: none"> <li>(a) the Security Agreement,</li> <li>(b) the Mortgage of Shares,</li> <li>(c) a Standard Security,</li> <li>(d) an Assignment of Rent,</li> <li>(e) a Supplemental Security Agreement,</li> <li>(f) any other document evidencing or creating security over any asset to secure any obligation of the Chargor to a Finance Party under the Finance Documents, or</li> <li>(g) any other document designated as such by the Facility Agent and the Chargor</li> </ul> <p>Standard Security means a standard security entered into or to be entered into by the Chargor, in favour of the Facility Agent, with respect to any Property located in Scotland</p> <p>Subordination Agreement means a subordination agreement in a form agreed by the Chargor and the Facility Agent (acting reasonably) (including, without limitation, those delivered as conditions precedent to this Agreement)</p> <p>Supplemental Security Agreement means a security agreement supplemental to a Security Agreement creating a legal mortgage over an Additional Property or the Cardiff Property substantially in the form approved by the Facility Agent for the purposes of Part 2 of Schedule 2 (Conditions Precedent for an Additional Property) or Part 3 of Schedule 2 (Conditions Precedent to drawdown of the Cardiff Loan) to the Credit Agreement</p> <p>Tenant Contributions means any amount paid or payable to the Chargor by any tenant under a Lease Document or any other occupier of a Property, by way of</p> <ul style="list-style-type: none"> <li>(a) contribution to <ul style="list-style-type: none"> <li>(i) insurance premia,</li> <li>(ii) the cost of an insurance valuation,</li> <li>(iii) a service charge in respect of the Charger's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property,</li> <li>(iv) a sinking fund, or</li> <li>(v) rent or other sums payable under any Headlease, or</li> </ul> </li> <li>(b) value added tax or similar taxes</li> </ul> <p>Total Commitments means the aggregate of the Commitments</p> <p>Utilisation Date means each date on which a Facility is utilised</p> <p>Utilisation Request means a notice substantially in the form set out in Schedule 3 (Requests) to the Credit Agreement</p> <p>Valuer means CB Richard Ellis</p>

**MG02 - continuation page**  
Statement of satisfaction in full or in part of mortgage or charge

**4**

**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation sheet 13

**SCHEDULE 1**

**REAL PROPERTY**

Property	Title Number/Description
Toys "R" Us store at Southernhay, Basildon, Essex SS14 1EL	EX366195
Toys "R" Us store at 38 Mill Road, Newtownabbey, Belfast, County Antrim. BT36 7BE	Unregistered - the whole of the premises demised by a lease dated 16 May 1997 made between GWM Investments Limited (1) The Governor and Company of the Bank of Ireland (2) and Toys "R" Us Limited (3) and assigned and conveyed to Toys "R" Us Properties (UK) Limited by an Assignment and Conveyance each dated 9th February 2006 each made between Toys "R" Us Limited (1) and Toys "R" Us Properties (UK) Limited (2)
Toys "R" Us store at Tilling Road, Brent Cross, North London NW2 1LW	NGL680590 and NGL719454
Toys "R" Us distribution centre at Centaurus Road, Patchway, Bristol, Avon BS12 5TQ	AV101682
Toys "R" Us store at Richardson Way, Cross Point, Hinckley Road, Coventry, West Midlands CV2 2TA	WK337961
Toys "R" Us store at Parkway, Coventry, West Midlands CV2 2SR	WM621403
Toys "R" Us store at Trojan Way, Purley Way, Croydon Greater London CR0 4XL	SGL531864 - Absolute Title SGL491655 - Possessory Title
Toys "R" Us store at Wyvern Retail Park, Chaddesden Siding, Derby, Derbyshire DE21 6PS	DY214285
Toys "R" Us store at The Carr, White Rose Way, Doncaster, South Yorkshire DN4 5JH	SYK369839
Toys "R" Us store at Great Cambridge Road, Enfield, Greater London EN1 3RW	EGL316052
Toys "R" Us store at 480 Helen Street, Glasgow, City of Glasgow G51 3HR	GLA128095
Toys "R" Us store at London Road, Copdock Interchange, Ipswich, Suffolk IP8 3TT	SK99932
Toys "R" Us store at Gelderd Road Birstall, Leeds, Yorkshire WF17 9DT	WYK703140
Toys "R" Us store at 9 Paisley Street, Liverpool Merseyside L3 7BA	MS399629
Toys "R" Us store at Riverside Park, Queens Drive, Nottingham, Nottinghamshire NG2 1RU	NT280100
Toys "R" Us store at 760 Old Kent Road, London SE15 1NI	TGL100520
Toys "R" Us store at Wolverhampton Road, Oldbury, West Midlands B69 4RJ	WM2879



## MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation sheet 14

Property	Title Number/Description
Toys "R" Us store at Botley Road, Oxford, Oxfordshire OX2 0HA	ON157436
Toys "R" Us store at Bourges Boulevard, Peterborough Cambridgeshire PE1 2AF	CB94409
Toys "R" Us store at Rendle, Western Approach, Plymouth, Devon PL1 1TP	DN289434
Toys "R" Us store at 5-9 Nuffield Road, Nuffield Industrial Estate, Poole, Dorset BH17 0SS	DT186812
Toys "R" Us store at Meadowhall Retail Park, Attercliffe Common Sheffield, South Yorkshire S9 2YZ	SYK316545
Toys "R" Us store at Moele Brace Retail Park, Hereford Road Shrewsbury Shropshire SY3 9NB	SL75530
Toys "R" Us store at Unit 6 Oakenshaw Road, Solihull West Midlands B90 4QY	WM574711
Toys "R" Us store at Western Esplanade, Southampton, Hampshire SO15 1QJ	HP420033
Toys "R" Us store at Newmarket Avenue, Teesside Retail Park, Thornaby, Stockton on Tees, Durham TS17 7BW	CE109246
Toys "R" Us store at Oxford Road, Swindon, Wiltshire SN3 3DG	WT89388
Toys "R" Us store at 610 Europa Boulevard, Westbrook, Warrington, Buckinghamshire WA5 5TT	CH303967
Toys "R" Us store at Church Street West, Woking, Surrey GU21 1HD	SY482222 - Freehold SY643990 - Leasehold - Storage
Toys "R" Us store at Clifton Moore Centre, Off Hurricane Way, York North Yorkshire YO3 4XU	NYK131529