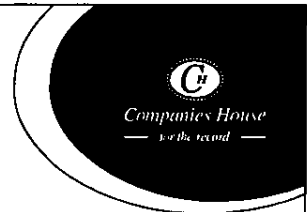


007643 113

In accordance with
Section 860 of the
Companies Act 2006

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**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



LD5 *L25ME208* #82
05/04/2013
COMPANIES HOUSE

1	Company details		For official use
Company number	0	5 4 1 0 1 7 7	Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	TOYS "R" US PROPERTIES (UK) LIMITED		
2	Date of creation of charge		
Date of creation	2	8 0 3 2 0 1 3	
3	Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
	Security deed dated 28 March 2013 (the "Security Deed") granted by Toys "R" Us Properties (UK) Limited, a limited company incorporated in England and Wales with registered number 05410177 and having its registered office at Mitre House, 160 Aldersgate Street, London, EC1A 4DD (the "Chargor") in favour of U S Bank Trustees Limited, as security agent and trustee for the Finance Parties (as defined below) (the "Security Agent")		
4	Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details.
	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the <u>Chargor and the Shareholder to any</u> <u>Finance Party</u> under each <u>Finance Document</u> (the "Secured Liabilities") For definitions used in this Form MG01 see the continuation pages to Section 6 of this Form MG01 attached hereto		

MG01

Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name U S BANK TRUSTEES LIMITED

Address 125 OLD BROAD STREET

LONDON

Postcode E C 2 N 1 A R

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

Please see continuation pages attached

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>DEFINITIONS</p> <p>"A Commitment" means in relation to the Original Lender, the amount set opposite its name under the heading "A Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) of the New Propco Facility Agreement to the extent not conceded or reduced by it under or in accordance with the New Propco Facility Agreement</p> <p>"Account" means the Reserve Account, the Rent Account, the Disposal Account, the Insurance Account, the Security Reserve Account, the General Account and any other bank account opened and maintained by the Company in accordance with the terms of the New Propco Facility Agreement and which is subject to the Transaction Security</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>"A Loan" means the principal amount of the A Commitment borrowed under the New Propco Facility Agreement and designated as such in the Utilisation Request or the principal amount outstanding of such borrowing</p> <p>"Assignment of Rent" means an assignment of rent entered into or to be entered into by the Company in favour of the Security Agent with respect to any Property located in Scotland</p> <p>"B Commitment" means in relation to the Original Lender, the amount set opposite its name under the heading "B Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) of the New Propco Facility Agreement to the extent not cancelled or reduced by it under or in accordance with the New Propco Facility Agreement</p> <p>"B Loan" means the principal amount of the B Commitment borrowed under the New Propco Facility Agreement and designated as such in the Utilisation Request or the principal amount outstanding of such borrowing</p> <p>"Chargor Security" means any Security created pursuant to the Security Deed</p> <p>"C Commitment" means in relation to an Original Lender, the amount set opposite its name under the heading "C Commitment" in Part 2 of Schedule 1 (Original Properties and Original Lenders) of the New Propco Facility Agreement to the extent not cancelled or reduced by it under or in accordance with the New Propco Facility Agreement</p> <p>"C Loan" means the principal amount of the C Commitment borrowed under the New Propco Facility Agreement and designated as such in the Utilisation Request or the principal amount outstanding of such borrowing</p> <p>"Commitment" means the A Commitment, the B Commitment or the C Commitment</p> <p>"Company" means Toys "R" Us, Properties (UK) Limited</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(DEFINITIONS continued)</p> <p>"Disposal Account" means the account designated as such under the terms of the New Propco Facility Agreement and opened and maintained by the Company pursuant to Clause 14 (Bank Accounts) of the New Propco Facility Agreement</p> <p>"Event of Default" means any event or circumstance specified as such in Clause 19 (Event of Default) of the New Propco Facility Agreement</p> <p>"Facility Agent" means Elavon Financial Services Limited, UK Branch</p> <p>"Finance Documents" means the New Propco Facility Agreement, any Security Document, each Subordination Agreement, the Tax Deed of Covenant and any other document designated as a Finance Document by the Facility Agent and the Company</p> <p>"Finance Party" means the Facility Agent, the Security Agent or a Lender</p> <p>"General Account" means the account designated as such under the terms of the New Propco Facility Agreement and opened and maintained by the Company pursuant to Clause 14 (Bank Accounts) of the New Propco Facility Agreement</p> <p>"Headlease" means a lease under which the Company holds title to a Property</p> <p>"Insurance Account" means the account designated as such under the terms of the New Propco Facility Agreement and opened and maintained by the Company pursuant to Clause 14 (Bank Accounts) of the New Propco Facility Agreement</p> <p>"Insolvency Order" means the Insolvency (Northern Ireland) Order 1989</p> <p>"Insurance" means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest</p> <p>"Interest Period" means, in relation to a Loan, each period determined in accordance with Clause 12 1 (Interest Periods) of the New Propco Facility Agreement and, in relation to an Unpaid Sum, each period determined in accordance with Clause 12 5(a) (Default Interest) of the New Propco Facility Agreement</p> <p>"Investments" means</p> <ul style="list-style-type: none"> (a) all shares, stocks, debentures, bonds or other securities and investments owned by the Chargor or held by any nominee on its behalf, (b) any dividend, interest or other income paid or payable in relation to any of the above, and (c) any right, money or property accruing, offered, issued or paid at any time in relation to any of the above by way of redemption, substitution, exchange, conversion, consolidation, bonus or preference option rights or otherwise

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(DEFINITIONS continued)</p> <p>"Lease Document" means</p> <ul style="list-style-type: none"> (a) an Agreement for Lease, (b) an Occupational Lease, or (c) any other document designated as such by the Facility Agent and the Company <p>"Lender" means</p> <ul style="list-style-type: none"> (a) the Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 20 (Changes to the Parties) of the New Propco Facility Agreement, 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>"Loan" means the A Loan, the B Loan or the C Loan</p> <p>"Majority Lenders" means at any time</p> <ul style="list-style-type: none"> (a) a Lender or Lenders whose Commitments aggregate more than 50 per cent of the Total Commitments, or (b) if the Total Commitments have been reduced to zero, a Lender or Lenders whose Commitments aggregated more than 50 per cent of the Total Commitments immediately prior to that reduction <p>"Mortgage of Shares" means the mortgage of the shares in the Company granted by TRU (UK) H5 Limited in favour of the Security Agent acting for itself and on behalf of the other Finance Parties to be dated the Utilisation Date</p> <p>"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Assets and for the purposes of Clause 6 3 (Deposit of the title deeds) and Clause 6 4 (Power to remedy) of the Security Deed only, includes any hentable property and any property held under a long lease in Scotland</p> <p>"New Propco Facility Agreement" means the £263,159,000 facility agreement dated 25 March 2013 between among others, the Parties to the Security Deed</p> <p>"Occupational Lease" means each OpCo Lease and any other lease or licence or other right of occupation granted by the Company or right of the Company 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 Company is the landlord and any other lease in a form agreed or approved by the Facility Agent in respect of an Additional Property</p> <p>"Original Lenders" means Debussy DTC Plc</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(DEFINITIONS continued)</p> <p>"Original Property" means each property listed in Part 1 of Schedule 1 (Original Properties and Original Lenders) of the New Propco Facility Agreement as more fully described in a Security Document and, where the context so requires, includes the buildings on that Original Property</p> <p>"Party" means a party to the New Propco Facility Agreement</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 a Property pursuant to an OpCo Lease</p> <p>"Property" means an Original Property or an Additional Property</p> <p>"Property Management Agreement" means any document pursuant to which a Property Manager is appointed by the Company in accordance with the terms of the New Propco Facility Agreement</p> <p>"Property Manager" means any entity appointed by the Company to manage, monitor, and/or maintain the Properties</p> <p>"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Security Deed</p> <p>"Rent Account" means the account designated as such under the terms of the New Propco Facility Agreement and opened and maintained by the Company pursuant to Clause 14 (Bank Accounts) of the New Propco Facility Agreement</p> <p>"Rental Income" means all amounts payable to or for the benefit or account of the Company in connection with the occupation of all or part of a Property, including</p> <ul style="list-style-type: none"> (a) rent, licence fees and equivalent amounts paid or payable, (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations, (c) a sum equal to any apportionment of rent allowed in favour of the Company, (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, (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent, (f) any sum paid or payable, or the value of any consideration given, for the surrender, renunciation or variation of any Lease Document, (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document, (h) any Tenant Contributions, and (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 Company 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(DEFINITIONS continued)</p> <p>"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor and the Shareholder to any Finance Party under each Finance Document</p> <p>"Security" means any mortgage, charge (fixed or floating), standard security, pledge, lien, hypothecation, security trust, assignment or assignation 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 Assets" means all assets of the Chargor the subject of any security created by the Security Deed</p> <p>"Security Document" means</p> <ul style="list-style-type: none"> (a) the Security Deed, (b) the Mortgage of Shares, (c) each Standard Security, (d) each Assignation of Rent, (e) each Supplemental Security Agreement, (f) any other document evidencing or creating security over any asset to secure any obligation of the Company to a Finance Party under the Finance Documents, or (g) any other document designated as such by the Facility Agent and the Company <p>"Security Reserve Account" means the Account designated as such under the terms of the New Propco Facility Agreement and opened and maintained by the Company pursuant to Clause 14 (Bank Accounts) of the New Propco Facility Agreement</p> <p>"Shareholder" means TRU (UK) H5 Limited</p> <p>"Standard Security" means a standard security entered into or to be entered into by the Company, in favour of the Security Agent, with respect to any Property located in Scotland</p> <p>"Subordination Agreement" means a subordination agreement in a form agreed by the Company and the Facility Agent (acting on the instructions of the Majority Lenders acting reasonably) (including, without limitation, the subordination agreement delivered as a condition precedent to the New Propco Facility Agreement)</p> <p>"Supplemental Security Agreement" means a security agreement supplemental to a Security Deed creating a legal mortgage over an Additional Property substantially in the form approved by the Security Agent for the purposes of Part 2 of Schedule 2 (Conditions Precedent for an Additional Property) of the New Propco Facility Agreement</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(DEFINITIONS continued)</p> <p>"Tax Deed of Covenant" means the tax deed of covenant dated 25 March 2013 between the Company, the Security Agent and others</p> <p>"Tenant Contributions" means any amount paid or payable to the Company by any tenant under a Lease Document or any other occupier of a Property, by way of</p> <p>(a) contribution to</p> <p>(i) insurance premia,</p> <p>(ii) the cost of an insurance valuation,</p> <p>(iii) a service charge in respect of the Company's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property,</p> <p>(iv) a sinking fund, or</p> <p>(v) rent or other sums payable under any Headlease, or</p> <p>(b) value added tax or similar taxes</p> <p>"Total Commitments" means the aggregate of the Commitments</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent and/or any other Finance Party pursuant to the Security Documents</p> <p>"Unpaid Sum" means any sum due and payable but unpaid by the Company under the Finance Documents</p> <p>"Utilisation Date" means 28 March 2013 or such other date as the parties agree in writing</p> <p>"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (Requests) of the New Propco Facility Agreement</p> <p>3 CREATION OF SECURITY</p> <p>3 1 General</p> <p>(a) All the Chargor Security created under the Security Deed</p> <p>(i) is created in favour of the Security Agent acting on behalf of itself and the other Finance Parties,</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 and assets situated in Scotland or otherwise subject to Scots law with absolute warrandice 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 Chargor Security and the benefit of the provisions of the Security Deed on trust for itself and for the other Finance Parties under and in the terms of the New Propco Facility Agreement</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(3 CREATION OF SECURITY continued)</p> <p>3 2 Land</p> <p>(a) The Chargor charged</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 and excepting any heritable property and property held under a long lease in Scotland) and this includes the real property specified in Schedule 1 (Real Property) of the Security Deed, and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above and excepting any heritable property and any property held under a long lease 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 sub-clause 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) of all estates or interests in any freehold or leasehold property now owned by it and situated in Northern Ireland hereby</p> <p>(i) granted and demised to the Security Agent all such freehold and leasehold property (save any part the ownership whereof is 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))</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 21 (Release) of the Security Deed, and</p> <p>(ii) charged 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)) 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 21 (Release) of the Security Deed and applies to the Registrar of Titles for registration in the Folios specified in Schedule 1 of an inhibition in the terms set out in Clause 6 2 below</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(3 CREATION OF SECURITY, 3 2 Land continued)</p> <p>(d) The Chargor hereby attorns tenant to the Security Agent of any part of the Mortgaged Property 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 21 (Release) of the Security 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> <p>3 3 Securities The Chargor charged by way of a first fixed charge all of its rights, title and its interest in all its Investments excepting from the foregoing all property, rights and assets situated in Scotland</p> <p>3 4 Plant and machinery The Chargor charged 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 excepting from the foregoing all property, rights and assets situated in Scotland</p> <p>3 5 Credit balances ✓ The Chargor charged by way of a first fixed charge all of its rights, title and interests in respect of any amount from time to time standing to the credit of any account (including any account contemplated by the New Propco Facility Agreement or the Security Deed) it has with any person and the debt represented by it excepting from the foregoing all property, rights and assets situated in Scotland</p> <p>3 6 Insurances - The Chargor assigned by way of security, subject to a proviso for re-assignment on redemption, all of its rights under any Insurance excepting from the foregoing all property, rights and assets situated in Scotland</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(3 CREATION OF SECURITY continued)</p> <p>3 7 Other contracts</p> <p>The Chargor assigned by way of first fixed security, subject to a proviso for re-assignment on redemption, all of its rights, title and interests</p> <p>(a) under each Lease Document,</p> <p>(b) in respect of all Rental Income,</p> <p>(c) under any guarantee of Rental Income contained in or relating to any Lease Document,</p> <p>(d) under any Property Management Agreement and any other Relevant Contract (as defined under Clause 10 (Relevant Contracts) of the Security Deed (to the extent that it is not subject to any fixed security created pursuant to any other term of this Clause 3),</p> <p>(e) under any agreement relating to the purchase of the Mortgaged Property by the Chargor, and</p> <p>(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 3,</p> <p>excepting from the foregoing all property, rights and assets situated in Scotland</p> <p>3 8 Miscellaneous</p> <p>The Chargor charged by way of first fixed charge</p> <p>(a) its goodwill, ✓</p> <p>(b) the benefit of any authorisation, licence, or consent (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(c) the right to recover and receive compensation which may be payable to it in respect of any authorisation, licence, or consent (referred to in paragraph (b) above, and</p> <p>(d) its uncalled capital, ✓</p> <p>excepting from the foregoing all property, rights and assets situated in Scotland</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(3 CREATION OF SECURITY continued)</p> <p>3 9 Floating charge</p> <p>(a) The Chargor charged 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 3, but excepting from the foregoing exclusion all property, rights and assets situated in Scotland or otherwise subject to Scots law, all of which are charged by the floating charge hereby created</p> <p>(b) Except as provided below, the Security Agent may, to the extent permitted by applicable law, by notice to the Chargor convert the floating charge created by this sub-clause into a fixed charge as regards any of the Security 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 20 (Acceleration) of the New Propco Facility Agreement, or</p> <p>(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 sub-clause may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000 or, in Northern Ireland, the Insolvency Order</p> <p>(d) The floating charge created by this sub-clause will, to the extent permitted by applicable law and other than in respect of any of the Chargor's assets situated in Scotland if and to the extent that a receiver would not be capable of exercising his powers in Scotland in relation thereto under Section 72 of the Insolvency Act 1986 by reason of automatic conversion, 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 sub-clause 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 Order</p> <p>4 REPRESENTATIONS - GENERAL</p> <p>4 1 Nature of security</p> <p>The Chargor represents to each Finance Party that the Security Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(4 REPRESENTATIONS - GENERAL continued)</p> <p>4 2 Times for making representations</p> <p>(a) The representations set out in the Security Deed (including in this Clause) are made on the date of the Security Deed</p> <p>(b) Unless a representation is expressed to be given at a specific date, each representation under the Security Deed is deemed to be repeated by the Chargor on the date of the Utilisation Request, on the Utilisation Date and on the first day of each Interest Period</p> <p>(c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition</p> <p>5 RESTRICTIONS ON DEALINGS</p> <p>5 1 Security</p> <p>Except as expressly allowed in the New Propco Facility Agreement, the Chargor must not create or permit to subsist any Security on any Security Asset (except for this Chargor Security) or agree to do any of the foregoing</p> <p>5 2 Disposals</p> <p>Except as expressly allowed in the New Propco Facility Agreement, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset or any part thereof or permit the same to occur or agree to any of the foregoing, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Security Deed which is not also subject to the Security created by any Assignment of Rent or Standard Security</p> <p>6 LAND</p> <p>6 1 Notices to tenants</p> <p>The Chargor must</p> <p>(a) promptly following execution of the Security Deed serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Form of Notice to Occupational Tenants), on each tenant of the Mortgaged Property, and</p> <p>(b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Form of Acknowledgement of Occupational Tenants)</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(6 LAND continued)</p> <p>6 2 The Land Registry</p> <p>(a) The Chargor consents to a restriction in the following terms being entered on the Register of Title relating to any Mortgaged Property "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of [•] referred to in the charges register or their conveyancer "</p> <p>(b) In respect of any Mortgaged Property situated in Northern Ireland title to which is registered at the Land Registry, the Chargor consents to an inhibition in the following terms being entered on the Folio relating thereto "No disposition by the Registered Owner of the land comprised in the within written folio is to be registered or noted without the written consent signed by the Registered Owner for the time being of the charge created pursuant to a security agreement dated [•] in favour of [•] (as security agent and trustee for the Finance Parties referred to in that security agreement) and registered as a burden on the within written folio, or, if appropriate signed on behalf of the Registered Owner by its solicitors"</p> <p>6 3 Deposit of title deeds</p> <p>The Chargor must promptly following execution of the Security Deed deposit with the Security Agent all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor</p> <p>6 4 Power to remedy</p> <p>If the Chargor fails to perform any term affecting the Mortgaged Property, the Chargor must allow the Security Agent or its agents and contractors</p> <p>(a) to enter any part of the Mortgaged Property,</p> <p>(b) to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property, and</p> <p>(c) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice The Chargor must promptly on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this sub-clause</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>7 SECURITIES</p> <p>7 1 Investments</p> <p>The Chargor represents to the Security Agent that</p> <p>(a) the Investments are fully paid and are not subject to any Security other than the Chargor Security, and</p> <p>(b) it is the sole legal and beneficial owner of the Investments</p> <p>7 2 Deposit</p> <p>The Chargor must</p> <p>(a) promptly following execution of the Security Deed deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any Investment, and</p> <p>(b) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees (or, after the Chargor Security becomes enforceable, any Receiver or any purchaser) to be registered as the owner or otherwise obtain a legal title to any Investment</p> <p>7 3 Changes to rights</p> <p>The Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further Investments being issued</p> <p>7 4 Calls</p> <p>(a) The Chargor must promptly pay all calls or other payments due and payable in respect of any Investment</p> <p>(b) If the Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any Investment on behalf of the Chargor. The Chargor must promptly, on request, reimburse the Security Agent for any payment made by the Security Agent under this Clause 7 4</p> <p>7 5 Other obligations in respect of Investments</p> <p>(a) The Chargor must promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under Part 22 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of the Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the Chargor</p> <p>(b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any Investment</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(7 SECURITIES, 7 5 Other obligations in respect of Investments continued)</p> <p>7 5</p> <p>(c) The Security Agent is not obliged to</p> <p>(i) perform any obligation of the Chargor,</p> <p>(ii) make any payment,</p> <p>(iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or</p> <p>(iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under the Security Deed, in respect of any Investment</p> <p>7 6 Voting rights</p> <p>(a) Before this Chargor Security becomes enforceable</p> <p>(i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which the Chargor may direct in writing, and</p> <p>(ii) all dividends, interest, or other income paid or payable in relation to any Investments must be paid to the General Account</p> <p>(b) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments as permitted by the Security Deed on the direction of the Chargor</p> <p>(c) After this Chargor Security has become enforceable, the Security Agent or any Receiver may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise and the Chargor shall deliver to the Security Agent such forms of proxy or other forms of authorisation as may be required to enable the Security Agent or any Receiver to exercise such voting rights or other powers and rights</p> <p>(d) After this Chargor Security has become enforceable all dividends, interest and other income paid in respect of the Investments and received by or on behalf of the Chargor shall be held on trust for the Security Agent and forthwith paid into an account designated by the Security Agent</p> <p>8 ACCOUNTS</p> <p>8 1 General</p> <p>In this Clause, "Account Bank" means a person with whom an Account is maintained under the New Propco Facility Agreement</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(8 ACCOUNTS continued)</p> <p>8 2 Book debts and receipts</p> <p>(a) The Chargor must get in and realise its</p> <p>(i) rent and other amounts due from tenants of the Mortgaged Property, and</p> <p>(ii) book and other debts and other moneys due and owing to it,</p> <p>in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Agent</p> <p>(b) The Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the New Propco Facility Agreement</p> <p>8 3 Notices of charge</p> <p>The Chargor must</p> <p>(a) promptly following execution of the Security Deed serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (Form of Notice to Account Bank), on each Account Bank, and</p> <p>(b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 2 (Form of Acknowledgement from Account Bank)</p> <p>9 INSURANCE</p> <p>The Chargor must</p> <p>(a) promptly following execution of the Security Deed serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Form of Notice to Insurer), on each provider of Insurance, and</p> <p>(b) use reasonable endeavours to ensure that such insurer acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Form of Acknowledgement of Insurer)</p> <p>10 RELEVANT CONTRACTS</p> <p>10 1 General</p> <p>In this Clause, "Relevant Contract" means</p> <p>(a) any Property Management Agreement, and</p> <p>(b) any other agreement to which the Chargor is a party and which the Security Agent has designated in writing as a Relevant Contract</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(10 RELEVANT CONTRACTS continued)</p> <p>10 2 Notices of assignment</p> <p>The Chargor must and the Security Agent hereby requests that it</p> <p>(a) promptly following execution of the Security Deed serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (Form of Notice to Counterparty), on each counterparty to a Relevant Contract, and</p> <p>(b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (Form of Acknowledgement of Counterparty)</p> <p>20 RESERVATION OF SECURITY</p> <p>20 4 Additional security</p> <p>This Chargor Security is in addition to and is not in any way prejudiced by any other Security now or subsequently held by any Finance Party</p>	

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Particulars of a mortgage or charge

7

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

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
N.A. [Signature]




X


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

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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	NATALIE STEWART
Company name	PAUL HASTINGS (EUORPE) LLP
TEN BISHOPS SQUARE	
Address	EIGHTH FLOOR
Post town	LONDON
County/Region	
Postcode	E 1 6 E G
Country	ENGLAND
DX	
Telephone	020 3023 5100
	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	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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	



FILE COPY

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

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

**COMPANY NO. 5410177
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 28
MARCH 2013 AND CREATED BY TOYS "R" US PROPERTIES (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY AND THE SHAREHOLDER TO ANY
FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 5 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES