



Registration of a Charge

Company name: **LONDONMETRIC RETAIL DISTRIBUTION I LIMITED**

Company number: **08524540**

Received for Electronic Filing: **07/02/2018**



X6ZB6SQX

Details of Charge

Date of creation: **06/02/2018**

Charge code: **0852 4540 0012**

Persons entitled: **LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH
AS SECURITY TRUSTEE FOR ITSELF AND EACH OF THE OTHER
FINANCE PARTIES (SECURITY TRUSTEE)**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS COCKING HILL FARM,
TUXFORD ROAD, BOUGHTON INDUSTRIAL ESTATE, OLLERTON,
NG22 9LB, BEING THE NORTH-EASTERN PART OF THE PROPERTY
REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER NT276362.
TO SEE ALL CHARGES, PLEASE REFER TO THE SCHEDULE OF THE
CHARGING DOCUMENT ATTACHED TO THIS FORM.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8524540

Charge code: 0852 4540 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2018 and created by LONDONMETRIC RETAIL DISTRIBUTION I LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2018 .

Given at Companies House, Cardiff on 9th February 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Dated 06 February 2018

LONDONMETRIC RETAIL DISTRIBUTION I LIMITED
as Chargor

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH
as Security Trustee

**SUPPLEMENTAL CHARGE BY WAY OF
LEGAL MORTGAGE**

06 February

Between

- 1 **LondonMetric Retail Distribution I Limited** (registered in England with number 08524540) (**Chargor**); and
- 2 **Landesbank Hessen-Thüringen Girozentrale, London Branch** as security trustee for itself and each of the other Finance Parties (**Security Trustee**).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Debenture means the debenture dated 31 July 2017 granted by the Chargor in favour of the Security Trustee

Facility Agreement means the facility agreement dated 24 July 2017 and made between the Chargor as Original Borrower, Landesbank Hessen-Thüringen Girozentrale, London Branch as Arranger, Original Lender, Agent and Security Trustee and Landesbank Hessen-Thüringen Girozentrale as Original Counterparty

Fixtures means, in respect of each Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Property

Party means a party to this Deed

Property means the property described in the schedule (Property)

Related Property Rights means, where used in relation to a particular property, asset (or class of assets) or right, the Chargor's interest in the following:

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein)
- (b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Debenture has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.

- (b) Clause 1.2 (Construction) of the Debenture is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Debenture** shall be read as a reference to this Deed.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

1.4 Debenture

- (a) This Deed is supplemental to the Debenture.
- (b) On and from the date of this Deed, the Property shall be deemed to form part of the Charged Assets and the Real Property for the purposes of the Debenture.
- (c) Clauses 2 (Covenants to pay), 5 (Further assurance) to 7 (Real Property undertakings) (inclusive), and 12 (Rights of the Security Trustee) to 28 (Jurisdiction and service of process) (inclusive) of the Debenture shall apply to this Deed, the Property and the realisation of the Security created under this Deed as if set out in this Deed in full but so that each reference in those clauses to **this Debenture** shall be read as a reference to this Deed.
- (d) The Debenture shall remain in full force and effect and all references in the Finance Documents to the Debenture shall be to the Debenture as amended and/or supplemented by this Deed.

1.5 Incorporated terms

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Liabilities are incorporated into this Deed to the extent required for any purported disposition of any Charged Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Charging provisions

2.1 General

All Security created by the Chargor under clauses 2.2 to 2.5 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee;

- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Charged Asset;
- (d) granted in favour of the Security Trustee; and
- (e) granted pursuant to clause 5 (Further assurance) of the Debenture.

2.2 First legal mortgages

The Chargor charges by way of first legal mortgage the Property and all Fixtures on the Property.

2.3 Assignments

The Chargor assigns by way of Security:

- (a) all Rental Income in respect of the Property, and all other sums, payable under any Occupational Lease affecting the Property and to which it is a party;
- (b) any guarantee of Rental Income contained in or relating to any Lease Document relating to the Property;
- (c) each building contract, consultant appointment, and collateral warranty in respect of the development of the Property;
- (d) the Insurance Policies and Insurance Proceeds relating to the Property; and
- (e) all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Property,

and all Related Property Rights in respect of the above.

2.4 Chargor's Obligations

The Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Insurance Policy, and each other agreement contract, deed, licence, undertaking, guarantee, covenant, warranty, representation and other document assigned pursuant to clause 2.3 (Assignments) above.

2.5 First fixed charges

The Chargor charges by way of first fixed charge to the extent that any legal mortgage in clause 2.2 or any assignment in clause 2.3 is ineffective as a legal mortgage or assignment (as applicable), the assets referred to in that clause.

3 Land Registry

3.1 Application for restriction

- (a) The Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of the Property.

- (b) The Chargor confirms that the Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

3.2 Tacking and further advances

The Lenders are, subject to the terms of the Facilities Agreement, under an obligation to make further advances to the Chargor and this security has been made for securing such further advances. The Lenders and the Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title of the Property).

4 Finance Document

This Deed is a Finance Document.

5 Counterparts

This Deed and/or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed and/or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

6 Governing law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

This Deed has been signed on behalf of the Security Trustee and executed as a deed by the Chargor and is delivered on the date given at the beginning of this Deed.

The Schedule

Property

Country and District (or Address or Description London Borough)	Title Number
Cocking Hill Farm, Tuxford Road, Boughton Industrial Estate, Ollerton NG22 9LB, being the north-eastern part of the Property	NT276362
Land forming part of Boughton Industrial Estate, Boughton, being the north-western part of the Property	NT207146
Land lying to the south of the A6075, Boughton Industrial Estate, Boughton, being the southern part of the Property	NT237691

SIGNATORIES TO THE SUPPLEMENTAL LEGAL CHARGE

The Chargor

Executed as a deed by

LondonMetric Retail Distribution I Limited

acting by a director in the presence of

)

)

)

Director

Signature of witness

Name ..CHARLIE THORNE.....

Address ..JONES I DAY, 21 TUDOR STREET,

..LONDON, ECHY. O0J.....

The Security Trustee

Landesbank Hessen-Thüringen Girozentrale, London Branch

By: