

MR01

Particulars of a charge

185447-13

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form M

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration** within
21 days beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original**



A37 16/10/2014 #87
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 8 5 2 4 5 4 0

Company name in full LondonMetric Retail Distribution I Limited

For official use
7
→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 0 1 0 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Landeskbank Hessen-Thüringen Girozentrale, London Branch as
agent and trustee for itself and each of the other Finance Parties

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

✓

The property known as Curry's Unit, Newlink Business Park, Newark, NO24 2NZ registered at the Land Registry with title number NT414307

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

✓

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name STONN/312748-74

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country United Kingdom

DX 47 London

Telephone 020 7606 8855



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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

CHFP025

06/14 Version 2.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8524540

Charge code: 0852 4540 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2014 and created by LONDONMETRIC RETAIL DISTRIBUTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2014.

12x

Given at Companies House, Cardiff on 21st October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated *10 October* 2014

LONDONMETRIC RETAIL DISTRIBUTION I LIMITED

as Chargor

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH

as Agent

SUPPLEMENTAL CHARGE BY WAY OF
LEGAL MORTGAGE

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE *18 October 2014*
ADDLESHAW GODDARD LLP

ADDLESHAW GODDARD

Contents

	Clause	Page
1	Definitions and interpretation	1
2	Charging provisions	3
3	Land Registry	4
4	Notices of assignments and charges	4
5	Finance Document	4
6	Counterparts	4
7	Governing law	4
	The Schedule	
	Property	5

This Deed is made on

10 October

2014

Between

- (1) **LondonMetric Retail Distribution I Limited** (a company registered in England & Wales under company number 08524540) whose registered office is at 1 Curzon Street, London, W1J 5HB (Chargor), and
- (2) **Landesbank Hessen-Thüringen Girozentrale, London Branch** as agent and trustee for itself and each of the other Finance Parties (Agent)

It is agreed

1 Definitions and Interpretation

1.1 Definitions

In this Deed

Credit Agreement means the investment loan facility dated 22 December 2009 as amended and restated by supplemental agreements dated 2 August 2010, 31 October 2011, as further amended by supplemental agreements dated 17 December 2012 and 1 July 2013, and as further amended and restated by supplemental agreements dated 25 July 2013, 13 November 2013, 21 January 2014 and on or about the date of this Deed between (1) L&S Business Space Limited as Original Borrower, (2) the Chargor as Additional Borrower, (3) Landesbank Hessen-Thüringen Girozentrale, London Branch as Arranger, Original A Lender, Original B Lender, Original C Lender, Original D Lender, Original E Lender, Original F Lender, Original G Lender, Original H Lender, Original I Lender, Original J Lender, Agent and Counterparty and (4) Standard Life Assurance Limited as Additional A Lender, Additional B Lender, Additional C Lender, Additional E Lender, Additional F Lender, Additional G Lender, Additional H Lender, Additional I Lender and Original J Lender

Debenture means the debenture dated 26 July 2013 and executed by the Chargor and L&S Business Space Limited in favour of the Agent

Fixtures means, in respect of the 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 the 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 and Third Party Rights) 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 Deed** shall be read as a reference to this Supplemental Charge

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 Agent) 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 Agent, 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

- (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 any 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 Credit 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 Notices of assignments and charges

4.1 Rental Income

The Chargor shall comply with its obligations under clauses 23.2 (Rent Collection Account) and 23.3 (Rent Deposit Account) of the Credit Agreement in respect of each Occupational Lease to which the Property is subject

5 Finance Document

This Deed is a Finance Document

6 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.

7 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 executed as a deed and 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
Curry's Unit, Newlink Business Park, Newark, NO24 2NZ	NT414307

SIGNATORIES TO THE DEED

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 **ADITHYAN RAO**

Address

Address LondonMetric Management Limited
One Curzon Street
London
W1J 5HB
Fax +44 (0) 20 7484 9001
Attention Jadzia Duzniak/Jackie Jessop

The Agent

Executed as a deed by)
Landesbank Hessen-Thüringen Girozentrale,) Authorised signatory
London Branch)
acting by two authorised signatories)
)
) Authorised signatory

Address Helaba London Real Estate Finance
95 Queen Victoria Street
London
EC4V 4HN
Fax +44 (0) 207 334 4502
Attention Head of Real Estate Finance

