

MG01

Particulars of a mortgage or charge

131198/13



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

FRIDAY



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28/05/2010

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COMPANIES HOUSE

1

Company details

Company number 0 4 8 4 3 6 0 6

Company name in full LONDON & STAMFORD (ANGLESEA) LIMITED (PREVIOUSLY



RADIAL DISTRIBUTION LIMITED) (the "Chargor")

For official use

18

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 1 7 2 0 1 0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Legal charge (the "Legal Charge")

4

Amount secured

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

Amount secured

All monies, obligations and liabilities now or in the future due, owing
or incurred from each Obligor to the Security Trustee and each of the
Finance Parties (or any of them), under or in connection with the
Finance Documents without limit (and irrespective of any
amendment, supplement or novation, any increase in or change in
the nature of the amount secured) when the same become due for
payment or discharge whether by acceleration or otherwise, and
whether such monies, obligations or liabilities are express or implied,
present or future or actual or contingent, joint or several, incurred as
principal or surety, originally owing to the Security Trustee or any
Finance Party or purchased or otherwise acquired by any of them,
denominated in Sterling or in any other currency or incurred on any
banking or other account or in any other manner whatsoever (the
"Secured Obligations")

Continued on continuation sheet.

Continuation page

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

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5

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

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

Continuation page

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

| | | |
|----------|---|---|
| Name | T | BANK OF SCOTLAND PLC (the "Security Trustee") |
| Address | | THE MOUND |
| | | EDINBURGH |
| Postcode | E | H 1 1 Y Z |
| 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

1 Fixed charge: By way of charge all the Chargor's rights, title and interest (if any) in and to the following assets.

(a) Properties (i) By way of a first legal mortgage the Legally Mortgaged Property, and (ii) to the extent they are not subject to a first legal mortgage under (i), by way of first fixed charge all present and future freehold and leasehold property of the Chargor situate in England and Wales and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including, without limitation, all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale or Disposal thereof and shall include the Legally Mortgaged Property details of which are set out in Schedule 2 (Legally Mortgaged Property)

(b) Relevant Insurances By way of first fixed charge all monies from time to time payable to the Chargor under or pursuant to the Relevant Insurances including without limitation the refund of any premiums,

(c) Relevant Rental Income: All Relevant Rental Income and all claims, rights and choses in action both present and future of the Chargor or in which the Chargor is legally, beneficially or otherwise interested in relation to Relevant Rental Income

2 Security Assignment By way of security assignment the Chargor's interest in the following assets, both present and future, from time to time owned by the Chargor or in which the Chargor may have an interest.

(a) Rental Income: All the Chargor's right, title and interest in and to the Relevant Rental Income and any guarantee of any Relevant Rental Income, and

(b) Insurances All monies from time to time payable to the Chargor (for its own account) under or pursuant to the Relevant Insurances including, without limitation, the refund of any premiums

+45

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

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

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

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

Commission allowance
or discount

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

27 05 2010

Signature

Signature

X Berwin Leighton Paisner LLP 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 GDES/B0702 47 (13221732.1)

Company name Berwin Leighton Palsner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 7760 1000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
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

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| | | |
|----------------|---|--|
| 4 | Amount secured | |
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>The liabilities referred to above shall, without limitation, include all liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties arising under the Legal Charge and the Finance Documents and all properly and reasonably incurred legal, administrative and other costs, charges and expenses on a full indemnity basis which may be properly and reasonably incurred by the Security Trustee or any of the Finance Parties in relation to any such moneys, obligations or liabilities or the release of all or any of the Charged Property or the enforcement protection or preservation of the security hereby created or generally in respect of the Chargor or otherwise incurred in dealing with any matter in relation to the Legal Charge.</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>NOTES:</p> <p>1 The Legal Charge provides that to the extent that the Charged Property constitutes "financial collateral" and the Legal Charge and the obligations of the Chargor thereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No 3226)) at any time on or after the Enforcement Date, the Security Trustee shall have the right to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Obligations. For this purpose, the value of such financial collateral so appropriated shall be such amount as the Security Trustee attributes in a commercially reasonable manner</p> <p>2 The Legal Charge contains a provision in which the Chargor consented to the registration of the following restriction against all present and future registered titles of the Chargor and against any title to any unregistered property of the Chargor which is or ought to be the subject of a first registration of title at the Land Registry at the date of the Legal Charge. "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 17 May 2010 in favour of Bank of Scotland PLC referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its authorised signatory"</p> <p>3. The Legal Charge contains a provision that the Chargor hereby agrees that after a Default has occurred and which is continuing, a Finance Party may set off any credit balance to which the Chargor is then entitled on any account of it with that Finance Party against any sum then due and payable to that Finance Party from that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off</p> <p>4. The Legal Charge contains an undertaking from the Chargor that it will collect in the ordinary course of its business all monies which it may receive in respect of the Relevant Rental Income forthwith on receipt of them, deal with them in accordance with the terms of the Facility Agreement</p> <p>5 The Legal Charge contains a provision for the Chargor to give notice in a prescribed form to the relevant insurers providing the Insurances and to use reasonable endeavours to procure acknowledgements from each of them in a prescribed form</p> <p>6 The Legal Charge contains a provision that the Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may reasonably require to: (a) create, perfect or protect any Security Interest intended to be created by the Legal Charge over the Charged Property or any part thereof; or (b) facilitate the realisation of any of the Charged Property, or the exercise of any right, power or discretion exercisable by the Security Trustee or a Receiver or any of its delegates or sub-delegates on or after the Enforcement Date in respect of any of the Charged Property</p> <p>7 The Legal Charge contains a provision that without prejudice to the generality of the provisions of Clause 7.1 (Further assurance) and Clause 7.2 (Certain documentary requirements) of the Legal Charge, the Chargor shall execute as and when so required by the Security Trustee a legal mortgage or legal charge (as specified by the Security Trustee) over any freehold, leasehold and heritable property acquired by it after the date of the Legal Charge (including all or any of the Property as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon</p> |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| Short particulars | <p data-bbox="304 342 1023 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="304 427 1118 461">8 The Legal Charge contains or incorporates the following definitions</p> <p data-bbox="304 488 1493 551">"Agent" means Bank of Scotland PLC (registered number SC327000) as agent for the Finance Parties</p> <p data-bbox="304 577 1493 640">"Additional Borrower" means an entity which becomes an Additional Borrower in accordance with Clause 27 of the Facility Agreement (and which now includes the Chargor)</p> <p data-bbox="304 667 1474 701">"Arranger" means Bank of Scotland PLC (registered number SC327000) as arranger of the Facility</p> <p data-bbox="304 728 1493 826">"Borrowers" means the Original Borrowers and each Additional Borrower and "Borrower" means any of them, but excluding any entity which has ceased to be a Borrower in accordance with clause 27.3 of the Facility Agreement</p> <p data-bbox="304 853 1493 916">"Charged Property" means the Legally Mortgaged Property, the Relevant Rental Income and the Relevant Insurances or any part of them</p> <p data-bbox="304 943 1118 976">"Chargor" means Radial Distribution Limited including its successors</p> <p data-bbox="304 1003 1493 1102">"Default" means an Event of Default or an event which would (with the expiry of a grace period, the giving notice, the making of any determination under the Finance Documents or any combination of the foregoing) be an Event of Default.</p> <p data-bbox="304 1128 1493 1191">"Disposal" includes any act specified in clause 17 6 of the Facility Agreement and "dispose" and "disposition" shall be construed accordingly</p> <p data-bbox="304 1218 1493 1281">"Enforcement Date" means the date on which the Security Trustee enforces the Security Interest created by the Legal Charge in accordance with Clause 8 1(a) of the Legal Charge</p> <p data-bbox="304 1308 1315 1341">"Event of Default" has the meaning set out in clause 19 1 of the Facility Agreement</p> <p data-bbox="304 1368 1241 1402">"Facility" means the facility referred to in clause 2 1 of the Facility Agreement.</p> <p data-bbox="304 1429 1493 1688">"Facility Agreement" means the credit agreement relating to the provision of the revolving term loan facilities of up to £150,000,000 dated 30 October 2007 made between LSI (Investments) Limited and London & Stamford Investments Limited as Original Borrowers (1), any Additional Borrowers (2) any Guarantors (3) Bank of Scotland PLC as Arranger (4) Bank of Scotland PLC as Agent for the Finance Parties (5) Bank of Scotland PLC as Security Trustee for the Finance Parties (as defined therein) (6) and the banks and financial institutions listed in schedule 1 of the Facility Agreement as Lenders and any agreement entered into under or supplemental to it or amending, restating or novating it.</p> <p data-bbox="304 1715 1493 1904">"Finance Document" means (a) the Facility Agreement, (b) the Fee Letter (as defined in the Facility Agreement); (c) each Novation Certificate (as defined in the Facility Agreement), (d) each Security Document (as defined in the Facility Agreement); (e) any Deeds of Subordination (as defined in the Facility Agreement), (f) any Hedging Agreements (as defined in the Facility Agreement) with a Hedging Counterparty (as defined in the Facility Agreement), or (g) any other document designated as such by the Agent and an Original Borrower</p> |

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| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>"Finance Parties" means the Arranger, a Lender, the Agent, the Security Trustee or a Hedging Counterparty (as defined in the Facility Agreement).</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor (as defined in the Facility Agreement), but excluding any entity which has ceased to be a Guarantor in accordance with clause 27.4 of the Facility Agreement</p> <p>"Legally Mortgaged Property" means all estates or interests in the freehold or leasehold property of the Chargor described in the Schedule below</p> <p>"Lender" means (a) an Original Lender; or (b) any bank, building society, financial institution or other company resident in the United Kingdom for United Kingdom tax purposes which has become a party in accordance with clause 26 of the Facility Agreement, which in each case has not ceased to be a party in accordance with the terms of the Facility Agreement</p> <p>"Obligors" means the Borrowers and the Guarantors and "Obligor" means any of them.</p> <p>"Occupational Lease" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of any Property</p> <p>"Original Borrowers" means LSI (Investments) Limited (registered number 3539331) and London & Stamford Investments Limited (registered number 5491360).</p> <p>"Original Guarantors" means LSI (Investments) Limited (registered number 3539331) and London & Stamford Investments Limited (registered number 5491360).</p> <p>"Original Lender" means Bank of Scotland PLC</p> <p>"Property" and "Properties" have the same meaning as in the Facility Agreement.</p> <p>"Receiver" means any one or more receivers and/or managers or administrative receivers or administrators appointed by the Security Trustee pursuant to the Legal Charge in respect of the Chargor or over all or any of the Charged Property</p> <p>"Relevant Insurances" means all present and future contracts or policies of insurance in which the Chargor from time to time has an interest relating to the Legally Mortgaged Property.</p> <p>"Relevant Rental Income" means Rental Income relating to the Legally Mortgaged Property</p> <p>"Rental Income" means the aggregate of all amounts payable to or for the benefit or account of any Obligor in connection with the letting of the Properties or any part of them, including without limitation, each of the following. (a) rent (and any amount equivalent to it) payable whether it is variable or not and however or whenever it is described, reserved or made payable, (b) any increase of rent payable by virtue of any offer failing within the proviso of section 3(1) of the Landlord and Tenant Act 1927; (c) any rent payable by virtue of a determination made by the Court under section 24(A)-24(D) of the Landlord and Tenant Act 1954 or the Lands Tribunal under Article 11 of the Business Tenancies (Northern Ireland) Order 1996 (as applicable), (d) any other monies payable in respect of occupation and/or usage of the Properties and every fixture and fitting in them and any and every fixture on them for display or advertisement, on licence or otherwise; (e) any profits awarded or agreed to be payable as a result of any proceedings taken or claims made for the same,</p> |

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(f) any damages, compensation, settlement or expenses for or representing loss of rent or interest on them awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid in furtherance of such proceedings so taken or claim so made, (g) any monies payable under any policy of insurance in respect of loss of rent or interest on it, (h) any moneys payable under any rental guarantees provided to the Obligors in respect of any Property, (i) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement, and (j) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same, but excluding any payments in respect of VAT, service charges, tenants' contributions to insurance, sinking funds and maintenance charges

"**Security Interest**" means any mortgage, debenture, standard security, pledge, lien, charge (whether fixed or floating), assignment by way of security, assignation, hypothecation or other security interest, agreement or arrangement of any kind having the effect of conferring security of any kind.

"**Security Trustee**" means Bank of Scotland PLC (registered number SC327000).

THE SCHEDULE - Legally Mortgaged Property

- 1 Land and buildings lying to the south of Beveridge Lane, Bardon (Freehold Title Number LT322880);
- 2 Plot 1000, Severnside Distribution Park, Severnside (Freehold Title Number GR191792),
- 3 Plot 1 and 2, Gorsey Lane, Coleshill B46 1 JU (Freehold Title Number WK415216),
- 4 Plot 3, Gorsey Lane, Coleshill (Freehold Title Number WK415217),
- 5 Land at Relay Park, Wilnecote (Freehold Title Number SF478675);
- 6 Site C and A100, Brooklands Industrial Park, Weybridge (Freehold Title Numbers SY601588 and SY581359);
- 7 Unit A, Daventry International Rail Freight Terminal, A5, Daventry (Freehold Title Number NN207665);
8. Unit B, Daventry International Rail Freight Terminal, A5, Daventry (Freehold Title Number NN207736),
- 9 Unit C, Daventry International Rail Freight Terminal, A5, Daventry (Freehold Title Number NN208323),
- 10 Unit E1, Daventry International Rail Freight Terminal, A5, Daventry (Freehold Title Number NN245149),
11. Leasehold land being unit 5220, Hawke Way, Magna Park, Lutterworth, LE12 1AB (Leasehold Title Number LT325311);
- 12 Alpha 1, Hams Hall, Distribution Centre, Coleshill (Freehold Title Number WK428820),

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 13 Land on the east side of Salthouse Road Brackmills Industrial Estate Northampton NN4 7EX (Freehold Title Number NN233587),
- 14 Land on the north east side of Salthouse Road Brackmills (Freehold Title Number NN155410),
15. Plot 600, Radial Park, Stoke on Trent (Freehold Title Number SF489257); and
- 16 Unit 7, 51 Clydesmill Place, Clydesmill Industrial Estate, Cambuslang, Glasgow (Leasehold Title Number LAN160475)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4843606
CHARGE NO. 18

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 17 MAY
2010 AND CREATED BY LONDON & STAMFORD (ANGLESEA)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO BANK OF SCOTLAND PLC (THE
"SECURITY TRUSTEE") AND EACH OF THE FINANCE PARTIES
(OR ANY OF THEM) 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 28 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JUNE 2010



Companies House
— for the record —

DC
JA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES