

CHFP025

Particulars of a mortgage or charge

$$\underline{206157} \mid \underline{26}$$

395

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

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

**Please complete
legibly, preferably
in black type, or
bold block lettering**

*insert full name
of Company

**To the Registrar of Companies
(Address overleaf - Note 6)**

For official use

Company number

[[--]]2

5491360

Name of company

* London & Stamford Investments Limited (the **Chargor**)

Date of creation of the charge

7 August 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

A security agreement (the **Deed**) dated 7 August 2007 between the Chargor and the Facility Agent (as defined below)

Amount secured by the mortgage or charge

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 Parent to any Finance Party under each Finance Document (the **Secured Liabilities**)

Names and addresses of the mortgagees or persons entitled to the charge

Eurohypo AG, London Branch (the **Facility Agent**) of 4th Floor, 90 Long Acre,
London

Postcode WC2E 9RA

Presentor's name address and
reference (if any)

Allen & Overy LLP
40 Bank Street
London

E14 5DU

Time critical reference
JOHC/41863-00358

For official Use (06/2005)
Mortgage Section

WEDNESDAY



A25H2SB3

A45

22/08/2007

573

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet

Please do not
write in
this margin

*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Allen & Overy LLP

Date

21/08/07

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given ,
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed

(i) is created in favour of the Facility Agent,

(ii) is created over present and future assets of the Chargor which are subject to the assignment in Clause 1.2 (Assignment), and

(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties

1.2 Assignment

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights to receive payments in respect of the Parent Loan

2. RESTRICTIONS ON DEALINGS

2.1 Security

The Chargor must not create or permit to subsist any Security Interest on any Security Asset (except for the Deed)

2.2 Disposals

The Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset

And in this form 395

Account means the Company General Account, the Company Rent Account, the Company Rent Collection Account, the Parent Account or the Parent Deposit Account

Acquisition means the acquisition by the Parent of the entire issued share capital of the Company and the acquisition by the Company of the entire issued share capital of the Belgian Subsidiaries in accordance with the Acquisition Documents

Acquisition Document means a Share Purchase Agreement or the Development Agreement

Administrative Party means the Arranger or the Facility Agent

Arranger means Eurohypo AG, London Branch as arranger under the Credit Agreement

Belgian Subsidiary means

- (a) Immatov NV (a company incorporated in Belgium with registered number 0437 626 584), and
- (b) Databuild Projects NV which will, following completion of the Acquisition, change its name to LSI Projects NV (a company incorporated in Belgium with registered number 0472 982 292)

Borrower means the Parent or (after it has acceded to the Credit Agreement in accordance with Clause 29 8 (Accession of the Company) of the Credit Agreement) the Company and **Borrowers** means the Parent and (after it has acceded to the Credit Agreement in accordance with Clause 29 8 (Accession of the Company) of the Credit Agreement) the Company

Commitment means the Company Facility Commitment or the Parent Facility Commitment

Company means Databuild NV, which will, following completion of the Acquisition and prior to its accession to the Credit Agreement in accordance with Clause 29 8 (Accession of the Company) of the Credit Agreement, change its name to LSI Retail NV (a company incorporated in Belgium with registered number 0446 379 350)

Company Facility Commitment means

- (a) for the Original Lender, the amount set opposite its name in Schedule 1 (Original Parties and Properties) of the Credit Agreement under the heading **Company Facility Commitments** and the amount of any other Company Facility Commitment it acquires, and
- (b) for any other Lender, the amount of any Company Facility Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement

Company General Account means the account designated as such in accordance with Clause 15 1 (Designation of Accounts) of the Credit Agreement

Company Rent Account means the account designated as such in accordance with Clause 15 1 (Designation of Accounts) of the Credit Agreement

Company Rent Collection Account means the Company's existing rent collection account referred to in Clause 15 1 (Designation of Accounts) of the Credit Agreement

Company Security Agreement means the security agreement between the Company and the Facility Agent creating security over the Company's Hedging Arrangements

Credit Agreement means the €17,262,800 credit agreement dated 2 August 2006, as amended by an amendment letter dated 7 August 2007, between the Parent and the Facility Agent and acceded to by the Company on 3 August 2006

Development Agreement means the development agreement between Industriebouw Van Camp BVBA, Databuild Europe NV, the Company and the Belgian Subsidiaries, to be entered into on the date of the Acquisition

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrowers setting out the amount of certain fees referred to in the Credit Agreement

Finance Document means

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) any Hedging Arrangement,
- (d) a Fee Letter,
- (e) a Transfer Certificate, or
- (f) any other document designated as such by the Facility Agent and the Guarantor

Finance Party means a Lender, the Hedging Counterparty or an Administrative Party

Guarantor means the Parent as guarantor under the Credit Agreement

Hedging Arrangement means any interest rate hedging arrangement entered into by a Borrower in connection with interest payable under the Credit Agreement

Hedging Counterparty means Eurohypo AG, London Branch as counterparty to certain hedging arrangements

Lender means

- (a) the Original Lender, or
- (b) any bank, financial institution, trust, fund or other entity which becomes a Lender after the date of the Credit Agreement in accordance with Clause 29.2 (Assignments and transfers by Lenders) of the Credit Agreement,

which, in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement

Mortgage Deed means a notarial deed of mortgage (*acte d'affectation hypothécaire*) entered into in accordance with the 10% Mortgage Mandate Deed granted by the Company and vesting a first ranking mortgage (*hypothèque de premier rang*) in favour of the Facility Agent covering (i) an amount in principal equal to 10% of the Commitment, (ii) three years of interest the ranking of which is preserved by virtue of law and (iii) 10% of the amount referred to under (i) for accessory costs

10% Mortgage Mandate Deed means the notarial deed of mortgage mandate (*mandat hypothécaire/hypotheccair mandaat*) in the agreed form granted by the Company on or about the date of the Credit Agreement and granting the persons appointed therein the power to have at any time a mortgage (*hypothèque*) vested in favour of the Facility Agent covering (i) an amount in principal equal to 10% of the Commitment, (ii) three years of interest the ranking of which is preserved by virtue of law and (iii) 10% of the amount referred to under (i) for accessory costs

90% Mortgage Mandate Deed means the notarial deed of mortgage mandate (*mandat hypothécaire/hypotheccair mandaat*) in the agreed form granted by the Company on or about the date of the Credit Agreement and granting the persons appointed therein the power to have at any time a mortgage (*hypothèque*) vested in favour of the Facility Agent covering (i) an amount in principal equal to 90% of the Commitment, (ii) three years of interest the ranking of which is preserved by virtue of law and (iii) 10% of the amount referred to under (i) for accessory costs

Mortgage of Shares means a mortgage of the shares of the Guarantor, substantially in the form of Schedule 6 (Form of English Mortgage of Shares) of the Credit Agreement

Obligor means a Borrower or a Guarantor and **Obligors** means the Borrowers and the Guarantor

Original Lender means Eurohypo AG, London Branch as original lender under the Credit Agreement

Parent means LSI Belgium Limited (a company incorporated in England and Wales with registered number 5872893)

Parent Account means the account designated as such in accordance with Clause 15.1 (Designation of Accounts) of the Credit Agreement

Parent Deposit Account means the account designated as such in accordance with Clause 15.1 (Designation of Accounts) of the Credit Agreement

Parent Facility Commitment means

(a) for the Original Lender, the amount set opposite its name in Schedule 1 (Original Parties and Properties) of the Credit Agreement under the heading **Parent Facility Commitments** and the amount of any other Parent Facility Commitment it acquires, and

(b) for any other Lender, the amount of any Parent Facility Commitment it acquires,

to the extent not cancelled, transferred or reduced under this Agreement

Parent Loan means the €15,000,000 loan by the Chargor to the Parent

Parent Security Agreement means the security agreement between the Parent and the Facility Agent creating security over the Parent's Hedging Arrangements and the Parent Account

Party means a party to the Credit Agreement

Pledge of Company Receivables means the commercial receivables pledge agreement pledging the receivables described therein (including in relation to rental income, Accounts, insurance proceeds, the Acquisition Documents and intercompany loans) between the Company and the Facility Agent

Pledge of Parent Receivables means the commercial receivables pledge agreement pledging the receivables described therein (including in relation to the Parent Deposit Account, the Acquisition Documents and intercompany loans) between the Parent and the Facility Agent

Pledge of Shares means a pledge of the shares of a Property Owning Company

Property Owning Company means the Company or a Belgian Subsidiary

Security Assets means all assets of the Chargor the subject of any security created by the Deed

Security Document means

(a) the Mortgage of Shares,

(b) the Parent Security Agreement,

(c) the Subordination Agreement,

- (d) the Pledge of Parent Receivables,
- (e) the Deed,
- (f) a Pledge of Shares,
- (g) the 10% Mortgage Mandate Deed,
- (h) the 90% Mortgage Mandate Deed,
- (i) a Mortgage Deed,
- (j) the Pledge of Company Receivables,
- (k) the Company Security Agreement,
- (l) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or

any other document designated as such by the Facility Agent and the Borrowers

Security Interest means any mortgage, mortgage mandate, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Share Purchase Agreements means the share purchase agreement between the Parent and the Vendors to be dated 3 August 2006 relating to the sale and purchase of the shares of the Company and/or the share purchase agreement between the Company and the Vendors to be dated 3 August 2006 relating to the sale and purchase of the shares of the Belgian Subsidiaries

Subordinated Creditor means the Chargor

Subordination Agreement means a subordination agreement between each Subordinated Creditor and the Facility Agent

Transfer Certificate means a certificate, substantially in the form of Part 1 of Schedule 5 (Forms of Accession documents) of the Credit Agreement or any other form agreed between the Facility Agent and the Company

Vendors means Ronald Van Camp, Ann Janssens and Philippe Vercruysse

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 05491360

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 7th AUGUST 2007 AND CREATED BY LONDON & STAMFORD INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE PARENT TO ANY FINANCE PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th AUGUST 2007

A handwritten signature in black ink, appearing to be 'R. H.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES