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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

222579 507

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



06188983

Name of company

* NOS 6 LIMITED (the "Chargor")

Date of creation of the charge

11 September 2008

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

Supplemental mortgage deed dated 11 September 2008 between the Chargor and HSBC Corporate Trustee Company (UK) Limited ("Security Agent") ("Supplemental Mortgage Deed") (which is supplemental to a fixed and floating security document dated 5 September 2008 between the Chargor and the Security Agent (the "Borrower Fixed and Floating Security Document")

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) ("the Liabilities")

Please see definitions set out on continuation sheet 1

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

HSBC Corporate Trustee Company (UK) Limited of 8 Canada Square, London

Postcode E14 5HQ

Presentor's name address and
reference (if any)

Eversheds LLP

1 Callaghan Square
Cardiff
CF10 5BT

For official Use

Mortgage section

Post room

WEDNESDAY



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17/09/2008

94

COMPANIES HOUSE

Time critical reference 5 GPT

Short particulars of all the property mortgaged or charged

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent by way of first legal mortgage, the Mortgaged Property being the Real Property known as

66 High Street, Tewkesbury, Gloucester (registered under title number GR117399)

"Real Property" includes (a) any estate or interest in that property, (b) all rights from time to time attached or relating to that property and (c) all Fixtures from time to time in or on that property

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Emeralds UK

Date 15 September 2008

On behalf of mortgagee

HSBC Corporate Trustee Company (UK) Limited

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

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 are to be made payable to **Companies House**

6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Particulars of a mortgage or charge (continued)

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Please complete
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bold block
lettering

Continuation sheet No 1 to
Form No 395 and 410 (Scot)

Company number

06188983

Name of company

NOS 6 Limited

Limited *

* Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

In this form, unless a contrary indication appears, terms used in the Fixed and Floating Security Document have the same meaning and construction and

Accounts	means a General Account, a Deposit Account, a Rent Deposit Account and any other bank account designated as such by the Agent and the Borrower
Account Bank	means HSBC Bank Plc acting through its London branch as holder of the Accounts or any bank which becomes an Account Bank in accordance with paragraph 8 (Change of Accounts) of Schedule 5 (Accounts) of the Facilities Agreement
Agent	means HSBC Bank Plc
Approved Company	means a company (registered in England and Wales or in Scotland) acquired, or to be acquired, during the Drawdown Period applicable to the Revolving Facility in accordance with clause 22 13(a) (Acquisitions and Substitutions) of the Facilities Agreement
Approved Company Fixed and Floating Security Document	means a fixed and floating security document entered into, or to be entered into, between an Approved Company and the Security Agent
Approved Property	means a Property to be acquired during the Drawdown Period applicable to the Revolving Facility in accordance with clause 22 13(a) (Acquisitions and Substitutions) of the Facilities Agreement
Arranger	means HSBC Bank Plc
Assignment of rent	means any assignment of rent in form and substance satisfactory to the Security Agent and granted by an Obligor in favour of the Security Agent in respect of each Occupational Lease of any Property situated in Scotland
Borrower	means NOS 6 Limited
Deposit Account	means any account maintained in accordance with paragraph 1(c) of Schedule 5 (Accounts) of the Facilities Agreement
Deed of Guarantee	means a guarantee of the obligations of the Obligors under the Facilities Agreement entered into between an Approved Company, the Borrower and the Security Agent

Drawdown Period	means (a) in relation to the Term Facility, the period commencing on the date of the Facilities Agreement and ending on the date being 12 months after the date of the Facilities Agreement (or such later date as may be agreed between the Borrower and the Agent (acting on the instructions of all the Lenders) following a written request by the Borrower for an extension to such date, such request to be served on the Agent no later than 30 days prior to the then current expiry date for the Drawdown Period for the Term Facility), and (b) in relation to the Revolving Facility, the period commencing on the date of the Facilities Agreement and ending on the date being 3 months prior to the Termination Date
Duty of Care Agreement	means each duty of care agreement in form and substance satisfactory to the Security Agent and entered or to be entered into between the Borrower, the Investor (if the Investor has appointed a Managing Agent on behalf of the Borrower) a Managing Agent and the Security Trustee in relation to the management of the Properties
Facilities Agreement	means the Facilities Agreement dated 5 September 2008 between the Borrower, the Agent, the Arranger, the Original Lender, the Hedging Bank, the Security Agent and the Account Bank
Fee Letter	means any letter or letters dated 5 September 2008 between (a) the Arranger and the Borrower setting out the arrangement fee, (b) the Agent and the Borrower setting out the agency fee and (c) the Security Agent and the Borrower setting out the security agent fee
Finance Document	means (a) the Facilities Agreement, (b) the Fee Letter, (c) any Hedging Document, (d) any Deed of Guarantee, (e) any Security Document, (f) the Subordination Agreement, (g) each Duty of Care Agreement, and (h) any other document designated as such by the Agent and the Borrower
Finance Party	means the Agent, the Security Agent, the Arranger, the Lender, the Account Bank or the Hedging Bank
Fixed and Floating Security Document	means the Borrower Fixed and Floating Security Document or an Approved Company Fixed and Floating Security Document
Fixtures	means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus
General Account	means any account maintained in accordance with paragraph 1(b) of Schedule 5 (Accounts) of the Facilities Agreement
Hedging Documents	means the documents entered or to be entered into between the Borrower and the Hedging Bank for the purposes of complying with Clause 21 16 (Hedging) of the Facilities Agreement
Hedging Bank	means HSBC Bank Plc
Investor	means The Local Shopping REIT Plc (formerly Castlemore Capital Limited) a company registered in England and Wales with registered number 05304743
Lender	means (a) the Original Lender, and (b) any bank, financial institution, trust, fund or other entity which becomes a party to this Agreement in accordance with Clause 24 (Change to the Finance Parties)

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

which in each case has not ceased to be a party in accordance with the terms of the Facilities Agreement

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Managing Agent	means each and any of <ul style="list-style-type: none"> (a) (in respect of all commercial Properties) Eddisons Commercial (Property Management) Limited, (b) (in respect of all residential Properties) Jordan's Residential Lettings Limited, or or such other managing agent as may be approved by the Agent
Obligor	means the Borrower or an Approved Company (but not an Approved Company that has been disposed of by the Borrower on terms complying with clause 21.5 (Disposals) of the Facilities Agreement
Original Lender	means HSBC Bank Plc
Property	means (a) each Approved Property, (b) each Substitute Property and (c) each property owned by an Approved Company in each case, which has been acquired during the Drawdown Period applicable to the Revolving Facility in accordance with Clause 22.13 (Acquisitions and substitutions) of the Facilities Agreement but excluding any Property released from any Security created pursuant to the Security Documents (together the Properties)
Rent Deposit Account	means any account maintained in accordance with paragraph 1(a) of Schedule 5 (Accounts) of the Facilities Agreement
Revolving Facility	means the revolving credit facility made available under the Facilities Agreement, as described in Clause 2.1(b) (The Facilities) of the Facilities Agreement
Security	means a mortgage, charge, pledge, lien, standard security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
Security Document	means <ul style="list-style-type: none"> (a) each Fixed and Floating Security Document, (b) each Supplemental Mortgage Deed, (c) the Share Mortgage, (d) any Security associated with a property situated in Scotland, including in each case, an Assignment of Rent, a Standard Security and a Scottish Floating Charge, and (e) any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document
Security Trustee	means the Security Agent
Scottish Floating Charge	means any floating charge governed by Scots law in form and substance satisfactory to the Security Agent granted by the an Obligor in favour of the Security Agent
Share Mortgage	means the share mortgage granted or to be granted by the Investor in respect of the shares held by the Investor in the Borrower in favour of the Security Agent
Standard Security	any standard security in form and substance satisfactory to the Security Agent granted by an Obligor in favour of the Security Agent in respect of any Property situated in Scotland

Subordination Deed	means any subordination deed entered into, or to be entered into, between an Obligor, the Investor and the Security Agent
Substitute Property	means a Property to be acquired during the Drawdown Period in accordance with Clause 22 13(d) (Acquisitions and Substitutions)
Supplemental Mortgage Deed	means each supplemental mortgage deed in the form set out in the relevant schedule of the Fixed and Floating Security Document to be entered into by an Obligor in favour of the Security Agent over a Property (including the Supplemental Mortgage Deed referred to above)
Term Facility	means the term loan facility made available under the Facilities Agreement, as described in Clause 2 1(a) (The Facilities) of the Facilities Agreement
Termination Date	means 31 October 2016



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6188983
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL MORTGAGE
DEED DATED 11 SEPTEMBER 2008 AND CREATED BY NOS 6
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY 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 XII OF THE COMPANIES ACT 1985 ON THE 17
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 SEPTEMBER
2008



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES