

MG01

Particulars of a mortgage or charge

257622/13



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

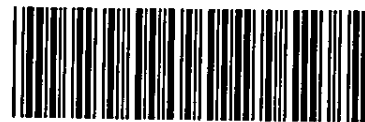
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NO

You cannot use this fo
particulars of a charge
company To do this, f
form MG01s

WEDNESDAY



A30 01/12/2010 206
COMPANIES HOUSE

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1 Company details

Company number 6 1 8 8 9 8 3
Company name in full NOS 6 Limited ("the Chargor")

55 For official use

→ **Filling 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 d2 d6 m1 m1 y2 y0 y1 y0

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 Supplemental mortgage deed dated 26 November 2010 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 "Fixed and Floating Security Document")

4 Amount secured

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

Amount secured 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

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

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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

HSBC Corporate Trustee Company (UK) Limited

Address

8 Canada Square

London

Postcode

E 1 4 5 H Q

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

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 Unit 5 Waunceirch Retail Centre, Dwr Y Felin Road, Waunceirch, Neath being part of the land registered under Title Number CYM379705

"Real Property" includes (a) all buildings and fixtures on that property (b) the proceeds of sale of any part of that property and (c) the benefit of any covenants for title given or entered into by any predecessor in title of the charge in respect of the property or any monies payable in respect of those covenants

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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

Nil

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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)


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Signature

Please sign the form here

Signature

Signature

X  X

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

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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 Stephen Thomas

Company name Eversheds LLP

Address 1 Callaghan Square

Post town Cardiff

County/Region

Postcode C F 1 0 5 B T

Country

DX 33016 Cardiff

Telephone 0845 498 7628



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

4 Amount Secured

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 under paragraph 8 (Changes of Accounts), of Schedule 5 of the Facility Agreement
Approved Property	means a Property acquired or to be acquired during the Drawdown Period in accordance with clause 22 13(a) (Acquisitions and Substitutions) of the Facility 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 the Obligor in favour of the Security Agent in respect of each Occupational Lease of any Property situated in Scotland
Authorisation	means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration
Bank Accounts	of the Chargor means the Accounts and all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of those accounts
Borrower	means NOS 6 Limited
Deposit Account	means any account maintained in accordance with paragraph 1(c) of Schedule 5 (Accounts) of the Facility Agreement
Drawdown Period	means <ul style="list-style-type: none"> (a) in relation to the Term Facility, the period commencing on the date of this Agreement and ending on 31 January 2013, and (b) in relation to the Revolving Facility, the period commencing on the date of this 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 Agent in relation to the management of the Properties
Facility Agreement	means the Facility Agreement dated 5 September 2008 between the Borrower, the Arranger, the Agent, the Original Lender, the Hedging Bank, the Security Agent and the Account Bank
Fee Letter	means any letter or letters dated on or about the date of the Facility Agreement between <ul style="list-style-type: none"> (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 agency fee
Finance Document	means (a) the Facility Agreement, (b) the Fee Letters, (c) any Hedging Document (d) any Deed of Grant, (e) each Security Document, (f) each Subordination Deed, (g) each Duty of Care Agreement, (h) the Amendment Agreement and (i) any other document designated as such by the Agent and the Borrower
Finance Party	means the Agent, Security Agent, the Arranger, the Lenders, the Account Bank or the

	Hedging Bank
General Account	means any account maintained in accordance with paragraph 1(b) of Schedule 5 (Accounts) of the Facility 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 Facility 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 <ul style="list-style-type: none"> (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)
Managing Agent	means <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 (c) such other managing agent as may be approved by the Agent
Occupational Lease	means any occupational lease or licence or other right of occupation to which any Property may be subject from time to time
Original Lender	means HSBC Bank Plc
Property	means each Approved Property and each Substitute Property acquired during the Drawdown Period in accordance with Clause 22 13 (Acquisitions and substitutions) but excluding any Property released from any Security created pursuant to the Security Documents together with the Properties
Rent Deposit Account	means any account maintained in accordance with paragraph 1(a) of Schedule 5 (Accounts) of the Facility Agreement
Revolving Facility	means the revolving credit facility made available under the Facility Agreement, as described in Clause 2 1(b) (The Facilities) of the Facility 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) the 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 Obligor in favour of the Security Agent

Share Mortgage	means the share mortgage granted by the Investor in respect of the shares held by the Investor in the Obligor in favour of the Security Agent and in form and substance satisfactory to the Security Agent
Standard Security	any standard security in form and substance satisfactory to the Security Agent granted by the Borrower 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 any 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
Term Facility	means the term loan facility made available under the Facility Agreement, as described in Clause 2 1(a) (The Facilities) of the Facility Agreement
Termination Date means	31 October 2016



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6188983
CHARGE NO. 55**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL MORTGAGE
DEED DATED 26 NOVEMBER 2010 AND CREATED BY NOS 6
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY FINANCE PARTY 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 1 DECEMBER 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 DECEMBER
2010**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**