

MG01

Particulars of a mortgage or charge

211853 / 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
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



A26 03/08/2011 161
COMPANIES HOUSE

1

Company details

Company number 07684285

Company name in full C G.I S Logistics Limited (the Chargor)

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 25/07/2011

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 A debenture dated 25 July 2011 and made between the Chargor and
Deedchoice (N.D. Pref 1) Limited (company number 07693624) and Deedchoice
(N.D. Pref 2) Limited (company number 07693593) (the Noteholders) (the
Debenture).

4

Amount secured

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

Amount secured Capitalised words and phrases in this document and
any continuation page shall, unless otherwise
stated or defined, have the meaning set out in part
6 (Short particulars of all property mortgaged or
charged).

All obligations of the Chargor owed or expressed to
be owed to any of the Noteholders under the Loan
Notes whether owed jointly or severally, as
principal or surety or in any other capacity (the
Secured Liabilities)

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

MG01**Particulars of a mortgage or charge****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 Deedchoice (N.D. Pref 1) Limited

Address 19 Cavendish Square

London

Postcode W 1 A 2 A W

Name Deedchoice (N D Pref 2) Limited

Address 19 Cavendish Square

London

Postcode W 1 A 2 A W

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

Please see the attached five continuation pages.

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Particulars of a mortgage or charge

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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

None

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 870).

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 866). 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 *Clyde & Co 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 Sharni Clark (SXC/1011103/002)

Company name Clyde & Co LLP

Address 51 Eastcheap

Post town London

County/Region

Postcode E C 3 M 1 J P

Country United Kingdom

DX 1071 London/City

Telephone +44 (0) 20 7623 1244



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:

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

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6 Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

1. Fixed Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee has

- (a) charged and agreed to charge to the Noteholders by way of legal mortgage each Real Property,
- (b) assigned to the Noteholders by way of fixed security its rights and interest in the Rental Income,
- (c) assigned to the Noteholders by way of fixed security its rights and interest in
 - (i) any present or future right to occupy any Real Property under licence,
 - (ii) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,
- (d) assigned to the Noteholders by way of equitable mortgage its rights and interest in
 - (i) any present or future Investment owned by the Chargor, and
 - (ii) any Dividends in respect of any such Investments,
- (e) charged to the Noteholders by way of fixed charge its rights and interest in
 - (i) any present and future Plant and Equipment owned by the Chargor,
 - (ii) its present and future goodwill and uncalled capital,
 - (iii) any present or future Debts owing to the Chargor,
 - (iv) any money now or at any time after the date of this deed standing to the credit of any Account,
 - (v) all cash at bank,
 - (vi) any present or future insurances in respect of any Charged Property and the proceeds of such insurances, and
 - (vii) any present or future Intellectual Property, and
- (f) assigned to the Noteholders by way of fixed security its rights and interest in each Assigned Agreement and any guarantee or security for the performance of any such agreements

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
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	Please give the short particulars of the property charged
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Short particulars

2 Floating Charge

As continuing security for the payment of the Secured Liabilities the Chargor has charged to the Noteholders by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Noteholders by way of fixed security under clause 3 (*Fixed Security*) of the Debenture

The Debenture contains covenants for further assurance, a negative pledge and a power of attorney

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Particulars of a charge created by a company registered in Scotland

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Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

Definitions

"Accounts" means

- (a) the Rent Account, and
- (b) the Sale Proceeds Account,

"Account Bank" means Santander UK Plc acting through its branch at 3rd Floor, One Dover Street, London W1S 4LA or such other account so designated by the Chargor and the Noteholders,

"Assigned Agreements" means

- 1 Any building contract, all existing and future warranty agreements which relate to any Real Property or the development of it
- 2 Any existing or future agreement relating to the acquisition, construction, management, design, development, operation or use of any Real Property

"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under this deed,

"Debts" means all book and other debts and rights to money and income liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank,

"Dividends" means all dividends, interest and other money payable in respect of the Investments,

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly,

"Loan Note Instrument" means a loan note instrument constituting 15% fixed rate secured loan notes 2015 dated on or around the date of this deed entered into by the Chargor as amended from time to time,

"Loan Notes" means the loan notes issued to the Noteholders pursuant to the Loan Note Instrument from time to time,

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property,

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Particulars of a charge created by a company registered in Scotland

6 Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

"Real Property" means

- 1 The land on the south and west side of Tunnel Bank Road, Bourne PE10 0DJ registered at the land registry with title number LL318521
- 2 The property known as Easton Cold Store, Burton Lane, Easton, Grantham NG33 5AU and pipelines and boreholes registered at the land registry with title numbers LL240841, LL200614 and LL318914
- 3 The land to the north west of Lodge Way, Ducton, Northampton (known as Depot Trailer Park and VMU) registered at the land registry with title numbers NN164303, NN53844 and NN143645.
- 4 The land and buildings on the north east side of Harleston Road, Northampton (known as ND House, Lodge Way, Northampton NN5 7SL) registered at the land registry with title number NN143645

"Rent Account" means a deposit account of the Chargor maintained by the Chargor with the Account Bank with account number 1770209 and sort code 72-00-00 and designated "C G I S Logistics Rent Account" or any replacement account opened by the Chargor,

"Rental Income" means all amounts now or at any time in the future payable to or for the benefit of the Chargor in connection with the occupation of any Real Property including each of the following amounts

- (a) rent including any increase of rent or interim rent agreed by the Chargor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under any Lease,
- (b) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations,
- (c) any other money payable in respect of occupation and/or use of the relevant Real Property including any fixture for display or advertisement,
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Chargor in respect of the relevant Real Property net of any costs, fees and expenses incurred but not reimbursed to the Chargor in connection with such claim,
- (e) any money payable under any policy of insurance in respect of loss of rent,
- (f) any amount 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,
- (g) any interest payable on any amount referred to above;
- (h) any VAT, and

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Particulars of a charge created by a company registered in Scotland

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Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

"Sale Proceeds Account" means an interest bearing deposit account of the Chargor with the Account Bank and to be designated "C G I S Logistics Sale Proceeds Account" or any replacement account opened by the Chargor



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7684285
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 JULY 2011
AND CREATED BY C.G.I.S. LOGISTICS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO DEEDCHOICE (N.D. PREF 1) LIMITED AND DEEDCHOICE
(N.D. PREF 2) LIMITED 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 3 AUGUST 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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