

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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



# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04545951

411670/26

Name of company

\* Stadium Retail Investments (2002) Limited (the **Company**)

Date of creation of the charge

15 March 2005

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

Guarantee and Security Interest Agreement (the **Charge**)

Amount secured by the mortgage or charge

See attached schedule 1.

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

The Royal Bank of Scotland Plc (the **Bank**)  
36 St Andrew Square  
Edinburgh

Postcode EH2 2YB

Presentor's name address and  
reference (if any):

Walker Morris Solicitors  
Kings Court  
12 King Street  
LEEDS  
LS1 2HL

Ref: LJP/IAA

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See attached schedule 2.

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Walker Morris

Date 21 / 03 / 2005

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)*

Notes

† delete as  
appropriate

- 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

Name of Company: Stadium Retail Investments (2002) Limited

Company number: 04545951

Form 395: Particulars of a mortgage or charge

## **SCHEDULE 1**

### **AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All present or future obligations and liabilities (whether actual or contingent, joint or several or as principal, surety or in any other capacity) of the Company to the Bank pursuant to the Charge or otherwise (the **Secured Obligations**).

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## **SCHEDULE 2**

### **PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED**

- 1 As a continuing security for the payment, performance and discharge of the Secured Obligations, so that the Bank shall have a first priority security interest in the Collateral pursuant to the Law, the Company:
  - (a) assigns, transfers and otherwise makes over to the Bank or its nominee title to the Collateral; and
  - (b) agrees that, to the extent that the Company shall not have assigned, transferred or otherwise made over to the Bank or its nominee or perfected in favour of the Bank or its nominee, title to any Securities, the Bank or its nominee shall have possession of the certificates of title thereto.
- 2 The Company agrees that the security interests referred to in 1 above may exist concurrently.
- 3 The Company covenants and undertakes to the Bank, so that the same shall be continuing covenants and undertakings throughout the Security Period, that it shall not, save with the prior written consent of the Bank
  - (a) in any way, except as set out in this agreement, sell or otherwise dispose of or create any Encumbrance over the Collateral or any part thereof or agree to any extent to sell, dispose of or encumber the Collateral or any part thereof;
  - (b) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Collateral or any part thereof; or
  - (c) terminate or amend or agree or permit any termination or amendment of the Unit Trust or enter into any agreement or arrangement inconsistent with the Unit Trust.

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## APPENDIX

### DEFINITIONS

**"Collateral"** means the Unitholder Rights and the beneficial and legal interest and all other rights of the Company therein and the Securities and Related Rights;

**"Encumbrance"** means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, security interest, trust arrangement or any other agreement or arrangement which has the effect of creating security;

**"Law"** means the Security Interests (Jersey) Law 1983;

**"Related Rights"** means all rights of the Company derived from or connected to the Securities including, without limitation, any rights to receive additional securities, assets or rights or any offers in respect thereof (whether by way of bonus issue, option rights, exchange, substitution, conversion or otherwise) or to receive monies (whether by way of redemption, return of capital, distribution, income or otherwise);

**"Securities"** means 105,000,000 fully paid units in the Unit Trust (being the entire unitholding of the Company in the Unit Trust).

**"Security Period"** means the period commencing on the date of the Charge and ending on the date upon which all of the Secured Obligations have been irrevocably paid, performed and/or discharged in full;

**"Trust Instrument"** means the declaration of trust executed by the Trustees on 14 March 2005 constituting the Unit Trust;

**"Trustees"** means Mourant & Co. Trustees Limited and Mourant Property Trustees Limited both of 22 Grenville Street, St Helier, Jersey, JE4 8PX;

**"Unit Trust"** means The Telford Forge Retail Park Unit Trust as constituted by the Trust Instrument;

**"Unitholder"** means a holder of Units in the Unit Trust;

**"Unitholder Rights"** means all rights, title, interest and benefits present and future, of the Company as Unitholder under or pursuant to the Unit Trust including, without limitation, the right to receive any payment or distribution of whatever nature to which it is entitled at any time pursuant to the Unit Trust

(irrespective of how the same are characterised but including, without limitation, payments and distributions of capital and income pursuant to the Unit Trust); and

**“Units”** means all of the units in the Unit Trust constituting the Securities.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04545951

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND SECURITY INTEREST AGREEMENT DATED THE 15th MARCH 2005 AND CREATED BY STADIUM RETAIL INVESTMENTS (2002) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc 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 MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MARCH 2005.

*10/8/05*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —