

MG01

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LASERFORM

Particulars of a mortgage or charge

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

THURSDAY



A175S5HD

A04

19/04/2012

#385

COMPANIES HOUSE

1

Company details

Company number

4 5 4 5 9 5 1

Company name in full

STADIUM RETAIL INVESTMENTS (2002) LIMITED

1 2

For official use

Filing 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

d1 d0 m0 m4 y2 y0 y1 y2

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

Debenture dated 10 April 2012 between (1) the Chargors (as defined below)
and (2) The Royal Bank of Scotland Plc ("Security Agent") ("Debenture")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of each Obligor to the Secured
Parties (or any of them) under or pursuant to any
Finance Document (including all monies covenanted
to be paid under the Debenture) ("Secured
Obligations")

Continuation page

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

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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 The Royal Bank of Scotland plc

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y B

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

1. Fixed Security

1.1 Fixed Charges

The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

(a) by way of first legal mortgage

(i) the Real Property specified in part 1 of schedule 2 (*Details of Security Assets*) of the Debenture (more particularly described at part 1 of schedule 2 below), and

(ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Chargor (not charged by clause 4 1 (a)(i)) of the Debenture (more particularly described at paragraph 1 1(a) (i) above)),

(b) by way of first fixed charge

(i) all other Real Property and all interests in Real Property (not charged by clause 4 1 (a)) of the Debenture (more particularly described at paragraph 1 1(a) above)),

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land,

(iii) the proceeds of sale of all Real Property, and

(iv) the benefit of any rental deposit given or charged to the Chargor by any occupier of any Real Property,

(c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) or 4 1 (b)) of the Debenture (more particularly described at paragraph 1 1(a) and 1 1(b) above)) and the benefit of all contracts, licences and warranties relating to the same,

cont/

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7 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

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).

9 Signature

Please sign the form here

Signature

Signature

X *John Peter Lee UP* 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 Ruth Kennedy

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town LEEDS

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS

Telephone 0113 369 2053

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

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(d) by way of first fixed charge</p> <p>(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1 (c) of the Debenture (more particularly described at paragraph 1 1(c) above)), and</p> <p>(ii) the benefit of all contracts, licences and warranties relating to the same,</p> <p>(e) by way of first fixed charge</p> <p>(i) the Charged Securities referred to in part 2 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture (more particularly described in part 2 of schedule 2 below), and</p> <p>(ii) all other Charged Securities (not charged by clause 4 1 (e)(i) of the Debenture (more particularly described at paragraph 1(e)(i) above)),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>(f) by way of first fixed charge</p> <p>(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts, and</p> <p>(ii) all other accounts of the Chargor (other than the Bond Account and the General Account) with any bank, financial institution or other person at any time (not charged by clause 1 1(f)(i) of the Debenture (more particularly described at paragraph 1 1(f)(i) above)) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(g) by way of first fixed charge the Intellectual Property,</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 1 2 (<i>Security assignments</i>) of the Debenture (more particularly described at paragraph 1 2 below), by way of first fixed charge such Assigned Asset,</p> <p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)</p> <p>(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Chargor or the use of any of its assets,</p> <p>(ii) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them, and</p> <p>(iii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p>	

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1.2 Security assignments</p> <p>The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p>(a) all Rental Income (to the extent not validly mortgaged or charged within any of clause 1 1(a) or 1 1(b) of the Debenture (more particularly described at paragraphs 1 1(a) and 1 1(b) above)),</p> <p>(b) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them, and</p> <p>(c) each of the following</p> <p>(i) all Insurances specified in part 5 of schedule 2 (<i>Details of Security Assets</i>) to the Debenture (more particularly described in part 5 of schedule 2 below), and</p> <p>(ii) all other Insurances (not assigned by clause 4 2(c)(i) of the Debenture (more particularly described in paragraph 1 2(c)(i) above)),</p> <p>and all claims under the Insurances and all proceeds of the Insurances</p> <p>To the extent that any Assigned Asset described in clause 4 2(c) of the Debenture (more particularly described at 1 2(c) above) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances</p> <p>2. Floating Charge</p> <p>The Chargor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4 1 (<i>Fixed Charges</i>), clause 4 2 (<i>Security assignments</i>) of the Debenture (more particularly described at paragraphs 1 1 and 1 2 above) or any other provision of the Debenture</p> <p>Note 1- Restrictive Covenants</p> <p>1 The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Agent</p> <p>1 1 create or permit to subsist any Security or Quasi-Security over any Security Asset except</p> <p>(i) the Transaction Security, or</p> <p>(ii) any lien arising by operation of law and in the ordinary course of trading, or</p> <p>1 2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset,</p> <p>(except as expressly permitted under the Facilities Agreement)</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>2 The Chargor shall (without prejudice to clause 11 1(<i>Negative pledge and disposals</i>) of the Debenture (more particularly described at paragraph 1 of Note 1 above) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Rental Income unless permitted to do so under the Facilities Agreement</p> <p>3 The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Facilities Agreement or with the prior written consent of the Security Agent and the Security Agent shall (if consent is required) be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p> <p>4 The Chargor shall not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise</p> <p>Note 2- Receiver</p> <p>The Debenture contains the power to appoint a receiver and manager or administrative receiver of the whole or any part of the Security Assets ("Receiver")</p> <p>Note 3- Power of Attorney</p> <p>The Debenture contains a power of attorney by way of security in favour of the Security Agent each Receiver and any Delegate</p> <p>Note 4- Further Assurances</p> <p>1 Further action</p> <p>The Chargor shall (and the Company shall procure that each other Chargor shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for</p> <p>1 1 creating, perfecting or protecting the Security intended to be created by the Debenture or any other Security Document,</p> <p>1 2 facilitating the realisation of any Security Asset following the Debenture Security becoming enforceable,</p> <p>1 3 facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or</p> <p>1 4 creating and perfecting Security in favour of the Security Agent or the other Secured Parties over any property and assets of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Security Document</p> <p>This includes</p> <p>(i) the re-execution of the Debenture or such Security Document,</p>	

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Short particulars	<p>(ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and</p> <p>(iii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Security Agent may (acting reasonably) think expedient</p> <p>2. Finance Documents</p> <p>Each Chargor shall (and the Company shall procure that each other Chargor shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents</p> <p>Note 5- Continuing Obligations</p> <p>Notwithstanding anything contained in the Debenture or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation</p> <p>Definitions</p> <p>For the purposes of this form MG01, at all times the following terms have the following meanings</p> <p>"Accession Letter" means a document substantially in the form set out in schedule 8 (<i>Form of Accession Letter</i>) to the Facilities Agreement,</p> <p>"Account" means the General Account, the Bond Account, the Deposit Account, the Disposals Proceeds Account, the Covenant Cure Account, the Company Rent Account or a Surplus Rental Income Account,</p> <p>"Additional Borrower" means a company which owns an Additional Property and becomes a Borrower in accordance with clause 28 (<i>Changes to the Obligors</i>) of the Facilities Agreement,</p> <p>"Additional Guarantor" means a company which owns an Additional Property and becomes a Guarantor in accordance with clause 28 (<i>Changes to the Obligors</i>) of the Facilities Agreement,</p> <p>"Additional Hedge Counterparty" means a bank or financial institution which becomes a Hedge Counterparty in accordance with clause 26.8 of the Facilities Agreement (<i>Additional Hedge Counterparties</i>),</p> <p>"Additional Property" means a further property acquired by an Obligor pursuant to clause 4.3 (<i>Conditions precedent relating to Additional Properties</i>) of the Facilities Agreement which the Agent has agreed (acting on the instructions of the Majority Lenders) shall be an Additional Property (such approval to be notified to the Company by the Agent in the form set out in schedule 13 (<i>Form of Additional Property confirmation</i>) of the Facilities Agreement,</p> <p>"Agent" means The Royal Bank of Scotland plc,</p>	

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Short particulars

"Agreed Plans" means the detailed architect's drawings and building specifications for the Development in form and content acceptable to the Agent (acting reasonably),

"Agreement for Lease" means an agreement to grant an Occupational Lease for all or part of a Property on terms (including as to tenant, term and rent) where the annual Net Rental Income is over £250,000 acceptable to the Agent (acting reasonably and on the instructions of the Majority Lenders),

"Arranger" means The Royal Bank of Scotland plc, Barclays Bank PLC, Abbey National Treasury Services plc and HSBC Bank plc as mandated lead arrangers,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security Assignments*) of the Debenture,

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"Bond" means the bond in the maximum sum of £1,065,000 issued by the Issuing Bank and dated 22 December 2011 pursuant to the terms of the Highways Agreement,

"Bond Account" means the account held at the Issuing Bank in which the cash cover for the Bond is deposited,

"Borrower" means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*Changes to the Obligors*),

"Building Contract" means a JCT 2005 Design and Build Contract or such other form of building contract, in each case with the Contractor and in a form acceptable to the Agent (acting reasonably) for the construction of the Development in accordance with the Agreed Plans,

"Cash Collateral Accounts" means each Account other than the Bond Account and the General Account, including but not limited to the accounts specified as such in part 3 of schedule 2 to the Debenture (*Details of Security Assets*),

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

(a) the securities specified in part 2 of schedule 2 to the Debenture (*Details of Security Assets*) (more particularly described in part 2 of schedule 2 below), and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,

"Chargors" means the companies listed in schedule 1 to the Debenture (more particularly described in schedule 1 below),

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"Collateral Warranties" means, in respect of the Development, the collateral warranties in favour of the Agent to be executed by the Contractor and each member of the Professional Team in form and substance satisfactory to the Agent (acting reasonably) including, inter alia, the ability to assign at least twice and providing step-in-rights in favour of the Agent,

"Commitment" means the aggregate of a Lender's Facility A Commitment and Facility B Commitment,

"Company" means Stadium Retail (Holdings) limited registered in England and Wales (registered number 5188394),

"Company Rent Account" means the account designated as such under clause 18.1 of the Facilities Agreement (*Designation of Accounts*) and includes any replacement of that Account,

"Compliance Certificate" means a certificate substantially in the form set out in schedule 10 (*Form of Compliance Certificate*) to the Facilities Agreement in form and substance satisfactory to the Agent,

"Contractor" means Marshall Construction (West Yorkshire) Limited or such other building contractors appointed by an Obligor in respect of the Development with the prior written approval of the Agent (such approval not to be unreasonably withheld or delayed),

"Covenant Cure Account" means the account designated as such under clause 18.1 of the Facilities Agreement (*Designation of Accounts*) and includes any replacement of that account

"Debenture Security" means the Security created or evidenced by or pursuant to the Debenture,

"Declaration of Trust" means the declaration of trust dated on or about the date of the Facilities Agreement in relation to the existing warranties set out in schedule 3 and 4 of such declaration of trust,

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

"Deposit Account" means the account designated as such under clause 18.1 (*Designation of Accounts*) and includes any replacement of that account,

"Development" means the development of a Tesco food store and petrol filling station together with retail terrace at the Prestatyn Property in accordance with the Development Agreement,

"Development Agreement" means the agreement relating to the Development dated 21 December 2010 and made between (1) Stadium (Prestatyn) Limited (2) Tesco Stores Limited and (3) the Company,

"Disposals Proceeds Account" means the account designated as such under clause 18.1 of the Facilities Agreement (*Designation of Accounts*) and includes any replacement of that account,

"Duty of Care Agreement" means a duty of care agreement entered into or to be entered into by a Managing Agent, one or more Obligors and the Security Agent in an agreed form,

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Short particulars	<p>"Facilities Agreement" means the facilities agreement dated 10 April 2012 and made between (1) Stadium Retail (Holdings) Limited as Company and Original Borrower, (2) Stadium Investments (2006) Limited and the Subsidiaries of the Company listed in part 1 of schedule 1 to it as Original Guarantors, (3) Kleinwort Benson (Channel Islands) Corporate Services Limited and Kleinwort Benson (Jersey) Trustees Limited as Trustees, (4) The Royal Bank of Scotland plc, Barclays Bank PLC, Abbey National Treasury Services plc and HSBC Bank plc as Arrangers, (5) the financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (6) the financial institutions listed in part 3 of schedule 1 to it as Original Hedge Counterparties, (7) The Royal Bank of Scotland plc as Agent and (8) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Company,</p> <p>"Facility A Commitment" means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading Facility A Commitment in part 2 of schedule 1 (<i>The Original Parties and Properties</i>) of the Facilities Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under the Facilities Agreement, or assumed by it under clause 2 3 (<i>Increase</i>) of the Facilities Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Facilities Agreement,</p> <p>"Facility A Termination Date" means 5 April 2015,</p> <p>"Facility B Commitment" means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading Facility B Commitment and Proportion of Bond in part 2 of schedule 1 (<i>The Original Parties and Properties</i>) to the Facilities Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under the Facilities Agreement, or assumed by it under clause 2 3 (<i>Increase</i>) of the Facilities Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Facilities Agreement,</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Facilities Agreement between any of the Arranger, the Agent, the Security Agent or the Increase Lender and the Company setting out any of the fees referred to in clause 12 (<i>Fees</i>) or clause 2 3(e) (<i>Increase</i>) of the Facilities Agreement,</p> <p>"Finance Document" means the Facilities Agreement, any Security Document, any Hedging Agreement, any Subordination Agreement, any Duty of Care Agreement, any Fee Letter, any Hedge Counterparty Accession Letter, the Declaration of Trust, any Accession Letter, any Resignation Letter, any Compliance Certificate, any Utilisation Request or any other document designated as such by the Agent and the Company,</p> <p>"Finance Party" means the Agent, the Security Agent, an Arranger, a Hedge Counterparty or a Lender (including, for the avoidance of doubt, a Lender as Issuing Bank),</p> <p>"Financial Indebtedness" means any indebtedness for or in respect of</p>	

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Short particulars	<p>(a) moneys borrowed,</p> <p>(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,</p> <p>(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,</p> <p>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease,</p> <p>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),</p> <p>(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,</p> <p>(g) any Treasury Transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any Treasury Transaction, only the marked to market value shall be taken into account),</p> <p>(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,</p> <p>(i) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing,</p> <p>(j) any liability in respect of any preference share which is capable of redemption prior to the Facility A Termination Date, and</p> <p>(k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above,</p> <p>"General Account" means the account designated as such under clause 18 1(a) (<i>Designation of accounts</i>) of the Facilities Agreement and includes any replacement of that Account,</p> <p>"Guarantor" means the Original Guarantors or any Additional Guarantor unless it has ceased to be a Guarantor in accordance with clause 28 (<i>Changes to the Obligors</i>) of the Facilities Agreement,</p> <p>"Hedge Counterparty" means any Original Hedge Counterparty or any Additional Hedge Counterparty,</p> <p>"Hedge Counterparty Accession Letter" means a document substantially in the form set out in schedule 7 (<i>Form of Hedge Counterparty Accession Agreement</i>) to the Facilities Agreement,</p> <p>"Hedging Agreement" means any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by the Company for the purpose of hedging interest payable under the Facilities Agreement,</p> <p>"Highways Agreement" means the agreement dated 22 December 2011 entered into between (1) Tesco Stores Limited, (2) Stadium (Prestatyn) Limited, (3) The Royal Bank of Scotland plc and (4) Denbighshire County Council under sections 278 and 38 of the Highways Act 1980 and section 33 of the Local Government (Miscellaneous Provisions) Act 1982 in connection with the Development,</p>

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>"Increase Lender" has the meaning given to that term in clause 2 3 (<i>Increase</i>) of the Facilities Agreement,</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to</p> <p>(a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 5 of schedule 2 of the Debenture (<i>Details of Security Assets</i>)),</p> <p>"Issuing Bank" means The Royal Bank of Scotland plc,</p> <p>"JPUT" means the Llanelli Retail Park Unit Trust established and constituted by the Trust Instrument,</p> <p>"Lender" means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement in accordance with clause 2 3 (<i>Increase</i>) or clause 26 (<i>Changes to Lenders</i>) of the Facilities Agreement,</p> <p>which in each case has not ceased to be a party to the Facilities Agreement in accordance with the terms of the Facilities Agreement,</p> <p>"Majority Lenders" means a Lender or Lenders whose Commitments aggregate more than 66²/₃% of the Total Commitments or, if the Total Commitments have been reduced to zero, aggregated more than 66²/₃% of the Total Commitments immediately prior to the reduction provided that the Majority Lenders will always include an Original Lender whilst that Original Lender remains a Lender but only if at any relevant time such Original Lender holds at least 14% of the Total Commitments as referred to above,</p> <p>"Managing Agent" means any managing agent appointed by the Company in respect of a Property in accordance with clause 24 10 (<i>Managing Agents</i>) of the Facilities Agreement,</p> <p>"Material Contracts" means (i) the Building Contract, (ii) the contracts (including the Professional Team Appointments) between the members of the Professional Team, the relevant Obligor and the Contractor (as appropriate), (iii) the Collateral Warranties and (iv) the Development Agreement,</p> <p>"Net Rental Income" means, in respect of any period, Rental Income less (without double counting) the Permitted Deductions,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Obligor" means the Company, a Borrower, a Guarantor and the Trustees,</p> <p>"Occupational Lease" means any lease, licence, tenancy or other occupational arrangement granted or otherwise acquired by any Obligor for occupation of any Property by a third party from time to time,</p> <p>"Original Borrower" means Stadium Retail (Holdings) Limited registered in England and Wales (registered number 5188394),</p> <p>"Original Guarantors" means the Original Borrower and the companies listed in part 1 of schedule 1 to the Facilities Agreement,</p> <p>"Original Hedge Counterparties" means the financial institutions listed in part 3 of schedule 1 to the Facilities Agreement,</p> <p>"Original Lenders" means each of the Lenders set out in part 2 of Schedule 1 (<i>The Original Parties and Properties</i>) to the Facilities Agreement,</p> <p>"Parkgate" means Stadium Parkgate (Holdings) Limited registered in England and Wales (registered number 05122234),</p> <p>"Permitted Deductions" means</p> <p>(a) those amounts (if any) (together with any VAT charged thereon and any interest thereof) due to an Obligor from any occupational tenants or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by that Obligor under any repairing or similar obligations or in providing services to such occupational tenants or by way of charge for gas, electricity, water, telephone and all other like services enjoyed, used or consumed exclusively by an occupational tenant or other payments due under an Occupational Lease which do not represent rent or interest thereon,</p> <p>(b) any contribution to a sinking fund paid by any tenant or other occupier,</p> <p>(c) any rent deposit paid by any tenant or other occupier which is not paid direct to a rent deposit account,</p> <p>(d) any rent paid or payable by an Obligor to any freeholder of any leasehold Property,</p> <p>(e) any surrender premiums or one-off lump sum payments payable to an Obligor,</p> <p>(f) any costs in respect of vacant space (including, but not limited to, empty rates, insurance and service charge) unless reimbursed or reimbursable by the relevant tenant, and</p> <p>(g) any VAT payable on any of the items listed in paragraphs (a) to (f) above and/or the Rental Income,</p> <p>"Prestatyn Property" means land and buildings lying to the north side of Nant Hall Road, Prestatyn registered at the Land Registry with title numbers WA19250, WA587050, CYM534947, CYM534503 and CYM534950,</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Professional Team" means DLA Architecture Limited, JPG (Leeds) Limited, Deacon and Jones LLP, WYG Environment Planning Transport Limited, Capita Symonds Limited and DLA Project Services Limited or (as applicable) such other architect, quantity surveyor, structural engineer, mechanical and electrical engineer, employer's agent and CDM co-ordinator together with such other professional consultants with design input from time to time employed by an Obligor or the Contractor in connection with the carrying out of the Development and approved by the Agent, such approval not to be unreasonably withheld or delayed,</p> <p>"Professional Team Appointments" means the deeds of appointment entered into by an Obligor or the Contractor (as the case may be) and each of the members of the Professional Team in respect of the Development in a form acceptable to the Agent (acting reasonably),</p> <p>"Property" means a property listed in part 4 of schedule 1 of the Facilities Agreement (<i>The Original Parties and Properties</i>) as described in a Security Document and which remains subject to the Security constituted by the Security Document and any Additional Property and, where the context so requires, includes the buildings on that Property (and "Property" means any of them),</p> <p>"Quasi Security" means an Obligor entering into the following arrangements or transactions</p> <p>(a) selling, transferring or otherwise disposing of any of its assets or, in respect of the Trustees, the assets of the JPUT, on terms whereby they are or may be leased to or re-acquired by an Obligor,</p> <p>(b) selling, transferring or otherwise disposing of any of its receivables, or in respect of the Trustees, the receivables of the JPUT on recourse terms,</p> <p>(c) entering into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</p> <p>(d) entering into any other preferential arrangement having a similar effect,</p> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset,</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) together with</p> <p>(a) all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property,</p> <p>(b) all easements, servitudes, rights and agreements in respect of that property,</p> <p>(c) all rents and proceeds of sale of that property, and</p> <p>(d) the benefit of all covenants given in respect of that property,</p> <p>"Related Rights" means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p>	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Relevant Contract" means

- (a) each Agreement for Lease,
- (b) each Material Contract (other than the Collateral Warranties), and
- (c) each Hedging Agreement,

including but not limited to the agreements specified as such in part 4 of schedule 2 to the Debenture (*Details of Security Assets*) together with each other agreement supplementing or amending or novating or replacing the same,

"Rental Income" means, in respect of any period, the aggregate of all amounts paid or payable to or for the benefit of any Obligor in respect of or arising out of the letting, use or occupation of all, any or any part of the Properties including (without limitation and without double counting)

- (a) rents, licence fees and equivalent sums reserved or made payable,
- (b) sums received from any deposit held as security for performance of any tenant's obligations,
- (c) a sum equal to any apportionment of rent in favour of an Obligor,
- (d) proceeds of insurance in respect of loss of rent or interest on rent,
- (e) any monies in respect of any fixture and fitting on a Property including any fixture and fitting on a Property for display, advertisement, on licence or otherwise,
- (f) any sum or the value of any consideration given for the grant, surrender, variation of any letting or occupancy,
- (g) any amount payable to an Obligor by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for any Property,
- (h) an amount payable to an Obligor for a breach of covenant under any Occupational Lease and for expenses incurred in relation to any such breach,
- (i) any profits of a revenue nature awarded or agreed to be payable to an Obligor as a result of any proceedings taken or claims made,
- (j) any amount payable by any guarantor or other surety of any occupational tenant or in respect of any of the items listed in this definition,
- (k) any contribution by an occupational tenant to a sinking fund or to ground rent due under any Occupational Lease or payable to any freeholder of any leasehold Property,
- (l) any interest, damages, compensation or settlement in respect of any of the items referred to above, or
- (m) any VAT charged on any sum mentioned in this definition

"Resignation Letter" means a letter substantially in the form set out in schedule 9 (*Form of Resignation Letter*) to the Facilities Agreement,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Secured Party" means a Finance Party, a Receiver or any Delegate,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Agreement" means a Security over the assets of an Obligor entered into or to be entered into by that Obligor in favour of the Security Agent in an agreed form including, without limitation, the following</p> <p>(a) a debenture from each Obligor (not including the Trustees) (including a charge by way of legal mortgage in respect of the relevant Property, an assignment of each existing Agreement for Lease and a charge over each Account),</p> <p>(b) a security agreement from each Trustee (including a charge by way of legal mortgage in respect of the relevant Property), and</p> <p>(c) Jersey law security interest agreements over the Units in the JPUT from Stadium Retail Investments (2003) Limited and Stadium Investments (2006) Limited,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture, and</p> <p>"Security Document" means</p> <p>(a) a Security Agreement,</p> <p>(b) any other document evidencing or creating Security over any asset to secure any obligation of any Obligor to a Secured Party under the Finance Documents, or</p> <p>(c) any other document designated as such by the Agent and the Company,</p> <p>"SRH 2011" means SRH 2011 Limited (a company registered in England and Wales with number 7488901),</p> <p>"Subordinated Creditor" means</p> <p>(a) SRH 2011,</p> <p>(b) Parkgate, and</p> <p>(c) any other person who becomes a Subordinated Creditor in accordance with the Facilities Agreement,</p> <p>"Subordination Agreement" means a subordination agreement entered into or to be entered into by a Subordinated Creditor, an Obligor and the Security Agent in an agreed form,</p> <p>"Surplus Rental Income Accounts" means each account designated as such under clause 18 1(a) of the Facilities Agreement (<i>Designation of Accounts</i>) and includes any replacement of such accounts,</p> <p>"Total Commitments" means the aggregate of the Commitments, being £175,000,000 as at the date of the Facilities Agreement,</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

"Transaction Security" means the Security created or evidenced or expressed to be created or evidenced under the Security Documents,

"Treasury Transaction" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price,

"Trust Instrument" means the trust instrument dated 17 March 2006 made by the Trustees constituting the JPUT as amended and restated pursuant to an amended and restated trust instrument dated 27 July 2010

"Trustees" means Kleinwort Benson (Channel Islands) Corporate Services Limited (registered in Jersey with number 32203) and Kleinwort Benson (Jersey) Trustees Limited (registered in Jersey with number 7366) acting solely in their capacity as trustees of the JPUT,

"Utilisation Request" means a notice substantially in the form set out in schedule 3 (*Utilisation Request*) to the Facilities Agreement, and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

SCHEDULES TO THE DEBENTURE

SCHEDULE 1 - CHARGORS

Company name	Registered number	Registered office
Stadium Retail (Holdings) Limited	05188394	Welton Grange, Welton, Brough, East Yorkshire HU15 1NB
Kingston Upon Hull Retail Park Limited	05733287	Welton Grange, Welton, Brough, East Yorkshire HU15 1NB
Llandudno Retail Park Limited	05733098	Welton Grange, Welton, Brough, East Yorkshire HU15 1NB
Stadium Investments (2006) Limited	05679428	Welton Grange, Welton, Brough, East Yorkshire HU15 1NB
Stadium Retail Investments (2002) No 2 Limited	04545789	Welton Grange, Welton, Brough, East Yorkshire HU15 1NB
Stadium (Prestatyn) Limited	06009173	Welton Grange, Welton, Brough, East Yorkshire HU15 1NB
Stadium Retail Investments (2002) Limited	04545951	Welton Grange, Welton, Brough, East Yorkshire HU15 1NB
Stadium Retail Investments (2003) Limited	04899457	Welton Grange, Welton, Brough, East Yorkshire HU15 1NB
Stadium Retail Investments (2004) Limited	05188098	Welton Grange, Welton, Brough, East Yorkshire HU15 1NB

SCHEDULE 2. DETAILS OF SECURITY ASSETS

Part 1: Real Property

Chargor	Address	Administrative area	Title number
Kingston Upon Hull Retail Park Limited	Land and buildings lying to the west of Commercial Road, Kingston upon Hull	City of Kingston Upon Hull	HS287149
Llandudno Retail Park Limited	Llandudno Shopping Park, Mostyn Broadway, Llandudno	Conwy	CYM216967

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Stadium (Prestatyn) Limited	Land on the North side of Nant Hall Road, Prestatyn	Denbighshire/Sir Ddinbych	WA19250, WA587050, CYM534947, CYM534503 and CYM534950
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Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Stadium Retail Investments (2002) Limited	Kingston Upon Hull Retail Park Limited	Ordinary	1	1 Ordinary share of £1 each
Stadium Retail Investments (2004) Limited	Llandudno Retail Park Limited	Ordinary	1	1 Ordinary share of £1 each
Stadium Retail (Holdings) Limited	Stadium Retail Investments (2002) No 2 Limited	Ordinary	1,000	1,000 Ordinary shares of £1 each
Stadium Retail (Holdings) Limited	Stadium (Prestatyn) Limited	Ordinary	1,000	1,000 Ordinary shares of £1 each
Stadium Retail Investments (2002) No 2 Limited	Stadium Retail Investments (2002) Limited	Ordinary	1,000	1,000 Ordinary shares of £1 each
Stadium Retail (Holdings) Limited	Stadium Retail Investments (2003) Limited	A ordinary	1,000	1,000 A ordinary shares of £1 each
		B ordinary	3,001	3,001 B ordinary shares of £1 each
Stadium Retail (Holdings) Limited	Stadium Retail Investments (2004) Limited	Ordinary	1,000	1,000 Ordinary shares of £1 each

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Part 3: Charged Accounts

Cash Collateral Accounts (each a "Cash Collateral Account")

Account holder	Account number	Type	Account Bank	Sort code
Stadium Retail (Holdings) Limited	11937904	Covenant Cure Account	The Royal Bank of Scotland plc	16-16-22
Stadium Retail (Holdings) Limited	11937793	Deposit Account	The Royal Bank of Scotland plc	16-16-22
Stadium Retail (Holdings) Limited	11937785	Disposal Proceeds Account	The Royal Bank of Scotland plc	16-16-22
Stadium Retail (Holdings) Limited	11937807	Company Rent Account	The Royal Bank of Scotland plc	16-16-22
Stadium Retail (Holdings) Limited	11937890	Surplus Rental Income Account	The Royal Bank of Scotland plc	16-16-22
Stadium Retail (Holdings) Limited	21609047	Surplus Rental Income Account	Abbey National Treasury Services plc	09-01-28
Stadium Retail (Holdings) Limited	63550354	Surplus Rental Income Account	Barclays Bank PLC	20-43-47
Stadium Retail (Holdings) Limited	61884093	Surplus Rental Income Account	HSBC Bank plc	40-25-20

General Account

Account holder	Account number	Account Bank	Sort code
Stadium Retail (Holdings) Limited	11032367	The Royal Bank of Scotland plc	16-16-22

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Particulars of a mortgage or charge

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Short particulars

Part 4: Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
Stadium (Prestatyn) Limited and Stadium Retail (Holdings) Limited	21 December 2010	(1) Stadium (Prestatyn) Limited, (2) Tesco Stores Limited and (3) Stadium Retail (Holdings) Limited	Development agreement relating to development of a Tesco food store and petrol filling station together with retail terrace at the land and buildings lying to the north side of Nant Hall Road, Prestatyn registered at the Land Registry with title numbers WA19250, WA587050, CYM534947, CYM534503 and CYM534950
Stadium (Prestatyn) Limited	30 September 2011	(1) Stadium (Prestatyn) Limited and (2) Marshall Construction (West Yorkshire) Limited	Building contract relating to a supermarket and ancillary car park, petrol station and ancillary improvements
Stadium (Prestatyn) Limited	30 September 2011	(1) Stadium (Prestatyn) Limited and (2) Marshall Construction (West Yorkshire) Limited	Building contract relating to the construction of a retail terrace, kiosk units and associated works
Stadium (Prestatyn) Limited and Stadium Retail (Holdings) Limited	11 April 2011	(1) Stadium (Prestatyn) Limited, (2) Stadium Retail (Holdings) Limited and (3) Marks and Spencer plc	Agreement for lease relating to Unit 1 Prestatyn Shoppers' Park

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Particulars of a mortgage or charge

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Stadium (Prestatyn) Limited	17 February 2011	(1) Stadium (Prestatyn) Limited and (2) Next Group plc	Agreement for lease relating to Unit 5 Prestatyn Shoppers' Park
Stadium (Prestatyn) Limited	21 December 2010	(1) Stadium (Prestatyn) Limited and (2) New Look Retailers Limited	Agreement for lease relating to Unit 4 Prestatyn Shoppers' Park
Stadium (Prestatyn) Limited	2 March 2011	(1) Stadium (Prestatyn) Limited and (2) River Island Clothing Co Limited	Agreement for lease relating to Unit 2 Prestatyn Shoppers' Park
Stadium (Prestatyn) Limited	28 July 2011	(1) Stadium (Prestatyn) Limited and (2) Costa Limited	Agreement for lease relating to Unit 7 Prestatyn Shoppers' Park
Stadium (Prestatyn) Limited	13 October 2011	(1) Stadium (Prestatyn) Limited and (2) Boots UK Limited	Agreement for lease relating to Unit 6 Prestatyn Shoppers' Park
Stadium (Prestatyn) Limited	11 January 2012	(1) Stadium (Prestatyn) Limited and (2) Poundland Limited	Agreement for lease relating to Unit 3 Prestatyn Shoppers' Park

Part 5: Insurances

Chargor	Insurer	Policy number
Stadium (Prestatyn) Limited	Aviva Insurance	24889915CTC
Stadium (Prestatyn) Limited	Aviva Insurance	24889940CTC
Stadium (Prestatyn) Limited	RSA Insurance Group plc	WA31944B000
Llandudno Retail Park Limited	RSA Insurance Group plc	WA31944B000
Kingston Upon Hull Retail Park Limited	RSA Insurance Group plc	WA31944B000



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4545951
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 APRIL 2012
AND CREATED BY STADIUM RETAIL INVESTMENTS (2002)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE SECURED PARTIES OR
ANY OF THEM ON ANY ACCOUNT WHATSOEVER 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
19 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 APRIL 2012

DX

