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COMPANIES FORM No. 395

711234/10

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [] [] [] [] []

4648736

Name of company

* Sportdale Limited (the "Chargor")

Date of creation of the charge

11 April 2003

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

A debenture dated 11 April 2003 and made between the Chargor (1) and Barclays Bank PLC (the "Bank") (2) (the "Debenture")

Amount secured by the mortgage or charge

See Part II of the attached Schedule

RECEIVED

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

Barclays Bank PLC
54 Lombard Street
London

Postcode EC3P 3AH

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

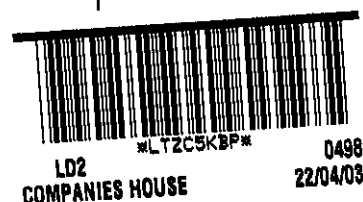
Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/EJC/MJK/1160904

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Parts III, IV and V of the attached Schedule.

NB: The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Lovells

Date 17 April 2003

SOLICITORS

On behalf of ~~[company]~~ ~~[mortgagor]~~ [chargee]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395

DEBENTURE

PART 1

Definitions

In this Form 395:

"30-Year Lease" the lease to be entered into between the Chargor, the Tenant and the Tenant Guarantor pursuant to the Agreement for Sale for a minimum term of 30 years with no break clauses, at an initial rental of not less than £3,204,000 per annum, subject to five yearly rental reviews with minimum uplifts of 3% per annum compounded;

"Agreement for Sale" the agreement dated 3 April 2003 between Mastercare Service and Distribution Limited (in its capacities as Seller and Tenant), the Chargor, the Tenant Guarantor and Rotch under which the Seller agrees to grant the Headlease for 999 years to the Chargor and the Tenant agrees to enter into the 30-Year Lease with the Chargor;

"Agreement for Subletting of Development" the agreement dated 3 April 2003 entered into by the Chargor, the Developer, the Developer Guarantor and Rotch under which the Developer agrees to procure completion of the Development for an agreed fee of £314,000 and an agreed fixed price consideration of £5,924,373 payable on Practical Completion of the Development;

"Architect" Burks Green & Partners Limited of Sherwood House, Sherwood Avenue, Newark, Nottinghamshire NG24 1QQ or such other architect of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other architect has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Assets" all undertaking, property, assets, rights and revenues of the Chargor whatever and wherever in the world, present and future, and includes each or any of them;

"Bank" includes any person deriving title under the Bank in accordance with clause 24 (*Assignment*) of the Debenture;

"Break Option" the break option contained in the Headlease under which, in certain circumstances specified in the Agreement for Sale, the Chargor can terminate the Headlease and require the Seller (amongst other payments) to reimburse all payments made by the Chargor;

"Building Contract" the building contract in writing dated 14 January 2003 entered into by Mastercare Service and Distribution Limited and in connection with the Development;

"Building Contractor" Norwest Holst Construction Limited of Astral House, Imperial Way, Watford, Hertfordshire WD24 4WW or such other building contractor of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other building contractor has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Certificate of Practical Completion" the certificate or (if otherwise appropriate) written statement of practical completion of the Development to be issued pursuant to the Development Agreement and the expression **"Practical Completion"** shall be construed accordingly as occurring on the date on which any such certificate or written statement is issued under the Development Agreement;

"Civil and Environmental Engineer" The BWB Partnership Limited, 3-4 Kayes Walk, The Lace Market, Nottingham NG1 1PY or such other civil and environmental engineer of similar standing as may be appointed in connection with the Development with the prior written consent of the

Bank (such consent not to be unreasonably withheld) (provided such other civil and environmental engineer has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Collateral Warranties" the collateral warranties in form and substance satisfactory to the Bank (including step-in rights for the Bank and/or its receiver) executed or to be executed by each member of the Professional Team, the Sub-contractors and the Building Contractor in favour of the Bank and any subsequent or additional collateral warranty that the Bank may require (and each is a "Collateral Warranty");

"Deed of Subordination and Priority" the deed of subordination and priority dated 11 April 2003 between the Chargor, the Bank, the Subordinated Creditor and Rotch executed in favour of the Bank;

"Developer" Dixons Retail Properties Limited (registered number 00476440) whose registered office is at Maylands Avenue, Hemel Hempstead, Hertfordshire HP2 7TG;

"Developer Guarantor" Dixons Group Plc (registered number 03847921) whose registered office is at Maylands Avenue Hemel Hempstead HP2 7TG;

"Development" the development of the Property to include the building on the site of 690,000 square feet of warehousing space and 21,600 square feet of office space as more particularly described in the Building Contract and the Plans and otherwise in accordance with the Planning Consents;

"Development Account" the operating account no. 80959499 in the name of the Chargor held at Barclays Bank PLC Edgware Road and Marble Arch branch, sort code 20-65-63, (as renewed, redesignated, replaced or renumbered from time to time);

"Development Agreement" the development agreement dated 3 April 2003 between Mastercare and the Chargor under which the Chargor agrees to procure the carrying out of the Development;

"Development Documents" the Lending Documents, the Agreement for Sale, the Headlease, the 30-Year Lease, the Development Agreement, the Agreement for Subletting of Development, the Building Contract and each Professional Team Appointment and any other agreement or document that may be entered into or executed pursuant to any of the foregoing or otherwise in connection with the Development and which is, in the opinion of the Bank, material in the context of the Development and shall, where the context admits, include each or any of them;

"Direct Agreements" the direct agreements dated 11 April 2003 between (1) the Bank, (2) the Seller, (3) the Subordinated Creditor and (4) the Chargor in respect of the Development Agreement and (1) the Bank, (2) the Developer, (3) the Subordinated Creditor (4) the Chargor and (5) the Developer Guarantor in respect of the Agreement for Subletting of Development (both in terms and substance satisfactory to the Bank (including step-in rights for the Bank and/or its receiver);

"Employer's Agent" Bourne Wood Partnership Limited of 199 Clarendon Park Road, Leicester, LE2 3AN or such other employer's agent of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other architect has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment or deposit by way of security, hypothecation, security interest, title retention or any other security agreement or preferential arrangement (whether conditional or not and whether relating to existing or to future assets) having the effect of providing any security or preferential treatment to a creditor (including

set-off, defeasance or reciprocal fee arrangements) or any agreement or arrangement to give any security or preferential treatment to a creditor;

"Environmental Consultant" Geotechnical Developments (UK) Limited of The Wharf, Marston Doles, Southam, Warwickshire CV47 7SS or such other environmental consultant of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other environmental consultant has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Expenses" costs and expenses which the Chargor is liable to reimburse to the Bank under clause 23 (*Costs and Indemnities*) of the Debenture;

"Facility Agreement" the facility agreement dated 3 April 2003 between the Chargor and the Bank as amended, supplemented, replaced and/or restated from time to time and notwithstanding any changes to or increase in the principal amount of the facility made available to the Chargor under it;

"Floating Charge Assets" those of the Assets that are for the time being comprised in the floating charge created by clause 3.3 of the Debenture but only insofar as concerns that floating charge;

"Headlease" the 999-year headlease granted to the Chargor by Mastercare pursuant to the Agreement for Sale;

"Hedging Agreement" each hedging agreement from time to time entered into by the Chargor and any other party guaranteeing its obligations thereunder from time to time, if any, to hedge its interest rate exposure under the Facility Agreement;

"Highways Engineer" WSP Development Limited of 7th Floor, Buchanan House, 24-30 Holborn, London EC1N 3HS or such other highways engineer of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other highways engineer has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Insurances" the interests of the Chargor in any insurances relating to the 30-Year Lease on or after the date of the Debenture whether taken out by the Chargor or otherwise;

"Intellectual Property" all patents (including supplementary protection certificates), utility models, trade marks (including service marks), domain names and rights in passing off, copyrights and rights in the nature of copyright, database rights, unregistered rights in designs, registered design rights and all other intellectual property rights and all extensions and renewals of and all applications for these rights in any part of the world;

"Interest Payment Account" the account number 00118028 held at Barclays Bank PLC Edgware Road and Marble Arch branch, sort code 20-65-63, designated "Barclays Bank re Sportdale Limited - Interest Payment Account" (as renewed, redesignated, replaced or renumbered from time to time);

"Land" includes the Property and all freehold and leasehold land, all other estates in land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Lease" includes the 30-Year Lease and all agreements for lease, leases, underleases, tenancy agreements and licences derived out of the Chargor's interest in the Property and/or any part thereof from time to time and all renewals thereof and, where the context admits, includes each and any of them;

"Lending Documents" the Facility Agreement, the Hedging Agreement where the hedging counterparty is the Bank and the Security Documents;

"Major Development Party" the Chargor, the Developer, the Developer Guarantor, the Seller, the Tenant and the Tenant Guarantor;

"Mechanical and Electrical Services Engineer" Couch Perry & Wilkes Partnership of Arlington House, 95 Arlington Road, Yardley, Bournemouth, B25 8ET or such other mechanical and electrical engineer of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other mechanical or electrical engineer has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Permitted Encumbrances"

- (a) Encumbrances created under the Subordinated Security Documents;
- (b) Encumbrances arising under or in connection with the Hedging Agreement;
- (c) any lien or rights of set-off arising solely by operation of law in the ordinary course of the Chargor's business;
- (d) any retention of title arrangement entered into in the normal course of the Chargor's business on the counterparty's standard or usual terms; and
- (e) any rights of set-off or netting arrangements arising in the ordinary course of the Chargor's business in relation to any bank account of the Chargor.

"Planning Consents" the planning permissions for the Development including the planning consents issued by Newark & Sherwood District Council under registration number 01/00608/OUT dated 2 July 2001 and under registration number 02/01072/RMAM dated 28 June 2002, and such replacements or amendments thereto and associated documents (including section 106 agreements or unilateral undertakings) as the Bank may agree;

"Planning Supervisor" Bourne Wood Partnership Limited of 199 Clarendon Road, Leicester LE2 3AN or such other planning supervisor of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other Planning Supervisor has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Plans" the plans produced to the Bank pursuant to Part A Schedule 3 of the Facility Agreement (*Conditions Precedent*) and includes (where the context permits) any substitute plans and specifications substituted therefor with the consent of the Bank (such consent not to be unreasonably withheld) and/or any amendments or additions thereto as notified to the Bank from time to time and to which the Bank has consented in writing;

"Practical Completion" see "Certificate of Practical Completion";

"Proceeds Account" the interest bearing account number 40996920 in the name of the Chargor held at Barclays Bank PLC Edgware Road and Marble Arch branch, sort code 20-65-63, designated "Barclays Bank re Sportdale Limited - Proceeds Account" (as renewed, redesignated, replaced or renumbered from time to time);

"Professional Team" collectively the Architect, the Structural Engineer, the Civil and Environmental Engineer, the Employer's Agent, the Environmental Consultant, the Highways Engineer, the Mechanical and Electrical Services Engineer, the Planning Supervisor, the Project Manager, the Quantity Surveyor, and such other professionals as may be engaged in connection

with the Development in each case with the prior written consent of the Bank (such consent not to be unreasonably withheld);

"Professional Team Appointments" the contracts of engagement or appointment of each member of the Professional Team;

"Project Manager" Bourne Wood Partnership Limited of 199 Clarendon Park Road, Leicester LE2 3AN or such other project manager of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other project manager has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Property" all the property set out in Part V of this Schedule and all buildings and structures, all fixed plant and machinery and all fixtures for the time being thereon and (where the context permits) includes each or any part of them;

"Quantity Surveyor" Bourne Wood Partnership Limited of 199 Clarendon Park Road, Leicester LE2 3AN or such other quantity surveyor of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other project manager has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Receivables" all sums of money receivable by the Chargor on or after the date of the Debenture consisting of or payable under or derived from any Assets mortgaged or charged under clause 3.1 of the Debenture;

"Rental Income" all rents, profits, income, fees and other sums payable to the Chargor and derived from the Property, including:

- (a) under the Leases and any rental guarantees or insurance for loss of rent;
- (b) such sums payable following any rent review;
- (c) any premium or capital sums paid on the grant of any Lease in lieu of the annual open market rental otherwise payable under such Lease or consideration payable for the surrender or variation of any Lease; and
- (d) all sums of a revenue nature derived from the Property and the full benefit of all rights and remedies of the Chargor relating to them;

"Rotch" Rotch Property Group Limited, a company incorporated in England and Wales with registered number 01505228 whose registered office is at 18 Upper Grosvenor Street London W1K 7PW;

"Sale Proceeds" all payments received from any disposal (whether by way of transfer, assignment or otherwise) of the Property or any part of it, including fixtures, fittings and furnishings and any premium or capital sum or other consideration received on the grant or surrender of any Lease or other interest in the Property;

"Secured Sums" all money and liabilities on or after the date of the Debenture due, owing or incurred, actually or contingently, in any manner to the Bank by the Chargor as principal or surety, solely or jointly with another person, on account of principal, interest, commission, fees, costs, charges, expenses, indemnity payments, stamp or registration and other like duties and taxes or otherwise, together with the Expenses and all interest accruing under clause 2.2 (*Default Interest*) of the Debenture;

"Security Documents" the Debenture, the Deed of Subordination and Priority, the Collateral Warranties, the Direct Agreements and any other security and/or guarantees held by the Bank for the Chargor's obligations under any Lending Document;

"Seller" Mastercare Service and Distribution Limited (registered number 1314676) as seller under the Headlease;

"Structural Engineer" Burks Green & Partners Limited of Sherwood House, Sherwood Avenue, Newark, Nottinghamshire NG24 1QQ or such other structural engineer of similar standing as may be appointed in connection with the Development with the prior written consent of the Bank (such consent not to be unreasonably withheld) (provided such other Structural Engineer has executed a Collateral Warranty in favour of the Bank satisfactory in form and substance to the Bank);

"Sub-contractors" Axima Building Services Limited, Roofdec Limited, ABB Limited, Roger Bullivant Limited, Nugent Fire Systems Limited, Altas Ward Structures Limited, Bisan Concrete Products Limited, The Sprigg Little Partnership, Sapoflow Limited, Stanford Industrial Concrete Flooring Limited and Spec-AI Designs Limited and such other sub-contractors as may be engaged in connection with the Development in each case with the prior written consent of the Bank (such consent not to be unreasonably withheld);

"Subordinated Creditor" Investec Bank (UK) Limited whose registered office is at 2 Gresham Street, London EC2V 7QP (registered number 0489604);

"Subordinated Security Documents" the debenture executed or to be executed by the Chargor in favour of the Subordinated Creditor and subordinated to the Bank pursuant to the Deed of Subordination and Priority;

"Tenant" Mastercare Service and Distribution Limited (registered number 01314676) as Tenant under the 30-Year Lease; and

"Tenant Guarantor" Dixons Group plc whose registered office is at Maylands Avenue, Hemel Hempstead, Hertfordshire HP2 7TG (registered number 03847921).

PART II

Amount secured by Mortgage or Charge

All Secured Sums.

PART III

Particulars of Property Mortgaged or Charged

1. By clause 3.1 (*Fixed Charges*) of the Debenture, the Chargor with full title guarantee charged to the Bank with the payment or discharge of all Secured Sums:
 - (a) by way of legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the date of the Debenture and not registered at HM Land Registry;
 - (b) by way of legal mortgage, all leasehold Land vested in the Chargor at the date of the Debenture and registered or to be registered at HM Land Registry (including the Land set out in Part V of this Schedule);

- (c) by way of fixed charge, all Land being at the date of the Debenture or thereafter becoming the property of the Chargor (except Land charged under the charges referred to above);
- (d) by way of fixed charge, all interests in Land or the proceeds of sale of Land belonging to the Chargor on or after the date of the Debenture which have not already been charged under the charges referred to above and all licences held by the Chargor on or after the date of the Debenture to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Chargor is at the date of the Debenture or may thereafter become entitled;
- (e) by way of fixed charge, all plant and machinery of the Chargor on or after the date of the Debenture attached to any Land, which, or an interest in which, is charged under the charges referred to above;
- (f) by way of fixed charge, all money at any time standing to the credit of the Proceeds Account, the Interest Payment Account and the Development Account and all entitlements to interests and other rights and benefit accruing to or arising in connection with such money;
- (g) by way of fixed charge, all income, including Rental Income, and all debts and claims due or owing to the Chargor on or after the date of the Debenture under or in connection with any lease, agreement or licence relating to Land;
- (h) by way of fixed charge, all insurance and assurance contracts and policies held by or otherwise benefiting the Chargor on or after the date of the Debenture:
 - (i) which relate to Assets themselves subject to a fixed charge in favour of the Bank;
 - (ii) which are deposited by the Chargor with the Bank on or after the date of the Debenture;together with all rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them);
- (i) by way of fixed charge, all goodwill and uncalled share capital for the time being of the Chargor;
- (j) by way of fixed charge:
 - (i) all Intellectual Property of the Chargor on or after the date of the Debenture, including any Intellectual Property which the Chargor is not absolutely entitled or to which it is entitled together with others;
 - (ii) the benefit of all agreements and licences entered into or enjoyed by the Chargor on or after the date of the Debenture relating to the use or exploitation of any Intellectual Property in any part of the world;
 - (iii) all trade secrets, confidential information and know-how owned or enjoyed by the Chargor on or after the date of the Debenture in any part of the world;
- (k) by way of fixed charge:
 - (i) all book debts owing to the Chargor on or after the date of the Debenture;

- (ii) all other debts owing to the Chargor on or after the date of the Debenture save for those arising on fluctuating accounts with associates (as defined in section 52 of the Companies Act 1989);
 - (iii) all its rights and claims against third parties, capable of being satisfied by the payment of money;
 - (l) by way of fixed charge, the benefit of all instruments, guarantees, charges, pledges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendors liens and other rights and remedies available to the Chargor on or after the date of the Debenture as security in respect of any Asset itself subject to a fixed charge in favour of the Bank or for the performance by any third party of any obligation owed to it; and
 - (m) by way of fixed charge, the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.
2. By clause 3.2 (*Assignment of Rights*) of the Debenture, the Chargor with full title guarantee by way of security for the Secured Sums assigned to the Bank the benefit of and all of its right, title and interest (on or after the date of the Debenture) to, under or in connection with each of the Agreement for Sale (which, for the avoidance of doubt, shall include the mechanism for operation of the Break Option), the Headlease (which, for the avoidance of doubt, shall include the right to exercise the Break Option), the Leases, the Agreement for Subletting of Development, the Development Agreement, the Hedging Agreement (where the counterparty is a party other than the Bank), the Rental Income, the Sale Proceeds, the Insurances and the proceeds of payment of any claims, awards or judgments received at any time by the Chargor arising out of any of the same and any sums payable to the Chargor under or in respect thereof and all invoices, bills, documents and papers relating thereto and the Chargor's rights arising thereunder whether existing on or coming into existence after the date of the Debenture.
3. By clause 3.3 (*Floating Charge*) of the Debenture, the Chargor with full title guarantee charged to the Bank with the payment or discharge of all Secured Sums by way of first floating charge:
- (a) all Assets of the Chargor which are not effectively mortgaged or charged by way of fixed security or effectively assigned under clause 3 of the Debenture; and
 - (b) without exception, all Assets of the Chargor insofar as they are situated for the time being in Scotland,
- but in each case so that the Chargor shall not without the prior written consent of the Bank assign or create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) save as permitted pursuant to the Facility Agreement.

PART IV

Covenants and Restrictions

1. By clause 4.1 (*Collection of receivables*) of the Debenture, the Chargor agreed that it shall, save as otherwise permitted under the Facility Agreement:

- (a) collect all Rental Income and all amounts payable under the Agreement for Sale (as defined in the Facility Agreement) immediately on receipt pay (or cause to be paid) all money so collected into the Proceeds Account (as defined in the Facility Agreement);
 - (b) collect all Sale Proceeds and immediately on receipt pay all money so collected into an account nominated by the Bank; and
 - (c) collect and realise all other Receivables and immediately on receipt pay all money so collected into its bank account with the Bank, or into any other account designated by the Chargor, in each case on such terms as the Bank may direct.
- 2. By clause 4.2 (*Trust*) of the Debenture, the Chargor agreed that pending payment under clause 4.1 of the Debenture it will hold all money so received upon trust for the Bank and shall not, without the prior written consent of the Bank, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable, the Rental Income, the Sale Proceeds or any amount payable under any of the Development Documents in favour of any other person or purport to do so.
- 3. By clause 5 (*Negative Pledge and other restrictions*) of the Debenture, the Chargor agreed that it will not, without the prior written consent of the Bank:
 - (a) create, attempt to create, incur or permit to subsist, any Encumbrance on any of the Assets (other than any Encumbrance from time to time given in favour of the Bank and any Permitted Encumbrances); or
 - (b) sell, transfer, lease, accept a surrender of a Lease (including any exercise of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Act) or otherwise dispose of any part of the Assets (except Floating Charge Assets in the ordinary course of business or as otherwise permitted under the terms of the Facility Agreement) or any estate or interest in them, or agree to do so, or enter into or agree to enter into or agree to any variation, termination or assignment of or reduction of any sum payable under any Lease.
- 4. By clause 9.1 (*Property Covenants*) of the Debenture, the Chargor agreed that it would not:
 - (a) without the prior written consent of the Bank, alter, pull down, remove or dispose of the Property or any of the fixed and movable plant, machinery, fixtures, fittings, cables, wires, drains, pipes and sanitary, water and other services (in so far as they are owned by the Chargor or their maintenance and repair is the responsibility of the Chargor) except in the ordinary course of repair, maintenance or improvement;
 - (b) take or omit to take any action of any kind whereby any interest or estate in the Property may be adversely affected;
 - (c) suffer to be done on the Property anything which would cause or contribute to any breach of the Planning Consents or the Town and Country Planning Act 1990 or any other legislation, regulation or permission relative to town and country planning in force from time to time or any orders or regulations made under them and not apply for any planning consent for development (other than the Planning Consents) or change of use of the Property without the Bank's prior consent; or
 - (d) save as disclosed in any certificate of title or report on title addressed to the Bank, and would use all reasonable endeavours to procure that no other Major Development Party would, without the prior written consent of the Bank, enter into

onerous or restrictive obligations affecting any part of the Property or create or permit to arise any overriding interest or any easement or right whatsoever in or over the Property which might adversely affect its value; or

- (e) without the prior consent of the Bank, cause or permit any of its claims for Rental Income to be compromised, compounded, discharged, postponed, released or subordinated or any of its rights in connection therewith to be waived or anything to be done or omitted to be done which might delay or prejudice their full recovery.

PART V

Real Property

The leasehold land and buildings known as Newlinc Business Park, Newark-on-Trent, Nottinghamshire, the subject of the Headlease in favour of the Chargor, and the Chargor's leasehold interest under the Headlease, the freehold title to which is registered or is to be registered at HM Land Registry with the title number NT372992, the Chargor's title to which is registered or to be registered at HM Land Registry, with leasehold title.

FILE



THIS CERTIFICATE
HAS BEEN CANCELLED
IN FAVOUR OF A NEW
CERTIFICATE DATED 30/5/03

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04648736

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th APRIL 2003 AND CREATED BY SPORTDALE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK 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 APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th APRIL 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

R. D. A.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04648736

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th APRIL 2003 AND CREATED BY SPORTDALE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd APRIL 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th MAY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —