

496866/234

COMPANIES FORM NO. 395

M**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

CHFP004

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

3

Company number

5188098

Name of company

Stadium Retail Investments (2004) Limited (the 'Company')

Date of creation of the charge

13th day of March 2008

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

Debenture

Amount secured by the mortgage or charge

All the Company's liabilities to the Finance Parties under the Finance Documents (each as defined in a loan agreement dated 13 March 2008 and made between Stadium Retail (Holdings) Limited (as Original Borrower) (1) Stadium Investments (2006) Limited and the subsidiaries of the Parent listed in Part 1 of Schedule 1 thereto (together with the Parent as Original Guarantors) (2) the Trustees as defined therein (3) The Royal Bank of Scotland plc (as Arranger) (4) the financial institutions listed in Part II of Schedule 1 thereto (as Original Lenders) (5) The Royal Bank of Scotland plc (as Agent) (6) The Royal Bank of Scotland plc (as Security Trustee) (7) and The Royal Bank of Scotland plc (as Hedge Counterparty) (8) of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Finance Parties' charges and commission interest and expenses

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

The Royal Bank of Scotland plc (as Agent and Security Trustee for the Finance Parties) (the 'Security Trustee')

Level 3, 2½ Devonshire Square

London

Postcode

EC2M 4XJ

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

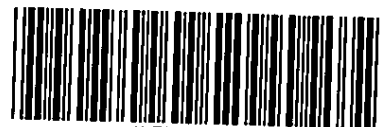
Our Ref RGR/IAA/RBS 1-1077
Walker Morris Solicitors, Kings Court,
12 King Street, Leeds LS1 2HL
DX 12051 Leeds 24

Time critical reference

For official Use
Mortgage Section

Post room

WEDNESDAY



LPV4GY5S

LD5

19/03/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company,
- 2 By way of fixed charge -
- (i) all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Company except the property referred to in paragraph 1,
 - (ii) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,
 - (iii) all the plant and machinery of the Company present and future and all associated warranties and maintenance contracts,
 - (iv) all rents receivable from any lease granted out of any freehold and leasehold property of the Company,
 - (v) all the goodwill of the Company present and future,
 - (vi) all the uncalled capital of the Company present and future,
 - (vii) all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same,

Please do not write in this margin

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

(continued on Continuation Sheet)

Particulars as to commission allowance or discount (note 3)

nil

For The Royal Bank of Scotland plc

Signed

Wah Nee

Date 14 March 2008

On behalf of chargee†

A fee of £13 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 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 CF4 3UZ, DX 33050 Cardiff

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)

Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation Sheet No
to Form No 395 and 410 (Scot)

Company number

5188098

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

Name of Company

Stadium Retail Investments (2004) Limited

*delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

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

- (viii) all intellectual property rights (including, without limitation, all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names) choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting any of the charged property,
- (ix) the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party (together, the 'Property')

3 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture or any other security present or future held by the Security Trustee

Notes

1 The Debenture contains covenants by the Company with the Security Trustee -

- (a) Not without the previous written consent of the Security Trustee to create or permit to arise any mortgage charge or lien on the Property,
- (b) Not without the previous written consent of the Security Trustee to dispose of the Property,
- (c) Not without the previous written consent of the Security Trustee to accept payment in advance of a call for or call up any uncalled capital,
- (d) Not without the previous written consent of the Security Trustee to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like,
- (e) Not without the previous written consent of the Security Trustee to dispose of the property subject to the floating charge described in paragraph 3 above,
- (f) Not without the previous written consent of the Security Trustee to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it

2 The Debenture gives the Security Trustee power to appoint an Administrator



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5188098
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 MARCH
2008 AND CREATED BY STADIUM RETAIL INVESTMENTS
(2004) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE FINANCE
PARTIES 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 19 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2008

AX-stacy



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES