

MR01

Particulars of a charge

382656/13.



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
instrument Use form MR08

For further information, please
look at



A12 *A3Z8EIJ*
16/01/2015 #168
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 5 6 0 3 1 1 1

Company name in full Stadium (Widnes) Limited

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 Charge creation date

Charge creation date d1 d2 m0 m1 y2 y0 y1 y5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name The Royal Bank of Scotland plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

The leasehold land on the west side of Green Oaks Way, Widnes and registered at the Land Registry with title number CH623717

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X D A R p e U K L P

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name ref CS/71052/120070

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS

Telephone 08700 111 111



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 5603111

Charge code: 0560 3111 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th January 2015 and created by STADIUM (WIDNES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th January 2015

A handwritten signature in black ink, consisting of a stylized 'D' followed by a flourish.

Given at Companies House, Cardiff on 21st January 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 14 January 2015

SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

DATED 12 January 2015

(1) STADIUM (WIDNES) LIMITED
as Chargor

(2) THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

**SUPPLEMENTAL LEGAL
CHARGE**
relating to
a group debenture dated 10 April 2012

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	. 1
2	GRANT OF SECURITY.	2
3	SUPPLEMENTAL DEED	3
4	COSTS AND EXPENSES	..3
5.	GOVERNING LAW.	.4
	SCHEDULE DETAILS OF ACQUIRED PROPERTY	5

THIS SUPPLEMENTAL LEGAL CHARGE is made on

12 January

2015

BETWEEN:

- (1) **STADIUM (WIDNES) LIMITED**, a company incorporated and registered under the laws of England and Wales with number 05603111 with its registered office at Welton Grange, Welton, Brough, East Yorkshire HU15 1NB (the "**Chargor**"), and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (as Security Agent for the Secured Parties (as defined by reference below)) (in such capacity, the "**Security Agent**")

BACKGROUND:

- A The Chargor is party to the Debenture (as defined below) under which each chargor party thereto (including the Chargor) granted security over all its present and future assets as security for the Secured Obligations (as defined in the Debenture),
- B The Chargor enters into this Deed pursuant to clause 20 (*Further assurances*) of the Debenture in order to more effectively perfect the security created by the Debenture over the Acquired Property (as defined below)

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals to it)

- (a) terms defined in or construed for the purposes of the Facility Agreement (as defined below) have the same meanings when used in this Deed (unless otherwise defined in this Deed), and
- (b) the following terms have the following meanings

"Acquired Property" means the property specified in the schedule (*Details of Acquired Property*) and each part of it,

"Debenture" means the debenture dated 10 April 2012 and made between (1) the companies named therein as chargors (including the Chargor) and (2) the Security Agent,

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

"Facility Agreement" means the facility agreement dated 10 April 2012 and made between, inter alia, (1) Stadium Parkgate (Holdings) Limited as Company and Original Borrower, (2) the Subsidiaries of the Company listed in part 1 of schedule 1 thereto as Original Guarantors, (3) The Royal Bank of Scotland plc, Abbey National Treasury Services plc and HSBC Bank plc as Arrangers, (4) the financial institutions listed in part 2 of schedule 1 thereto as Original Lenders, (4) the financial institutions listed in part 3 of schedule 1 thereto as Original Hedge Counterparties, (6) The Royal Bank of Scotland plc as Agent and (7) the Security Agent,

"Secured Obligations" means 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),

"Tax:" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), and

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

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to the **"Chargor"** or the **"Security Agent"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- (b) The principles of construction set out in clause 1 2 (*Interpretation*) of the Debenture shall apply to this Deed, with any necessary changes, as if they were set out in full in this Deed

1.3 Incorporation of provisions

Clauses 1 4 (*Trust*), 1 5 (*Third party rights*) and 25 (*Notices*) of the Debenture are incorporated into this Deed, with any necessary changes and as if references in them to the *"Debenture"* or *"this Deed"* were references to this Deed, as if they were set out in full in this Deed

2. GRANT OF SECURITY

2.1 Nature of security

All Security and dispositions created or made by this Deed are created or made

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations.

2.2 Legal charge

The Chargor charges and agrees to charge by way of first legal mortgage all its present and future right, title and interest in and to the Acquired Property and (to the extent not so charged)

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on the Acquired Property;
- (b) all easements, servitudes, rights and agreements in respect thereof,

- (c) all rents from, or proceeds of sale of, the whole or any part of the Acquired Property;
and
- (d) the benefit of all covenants given in respect of the Acquired Property

2.3 Application of Debenture provisions

The Security created by this Deed is created "*pursuant to the Debenture*" and.

- (a) all references in the Debenture to the "**Security Assets**" include the Acquired Property and the other assets charged by this Deed, and to the "**Debenture Security**" includes the Security created by or pursuant to this Deed, and
- (b) all provisions of the Debenture relating to the "**Security Assets**" or the "**Debenture Security**" (including, without limitation, obligations of the Chargor and rights of enforcement) apply respectively to the Acquired Property and the other assets charged by this Deed and to the Security created by this Deed.

2.4 Restriction

The Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to the Acquired Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [♦] 2014 in favour of The Royal Bank of Scotland plc referred to in the charges register or their conveyancer "

3. SUPPLEMENTAL DEED

3.1 Debenture

- (a) This Deed is supplemental to the Debenture
- (b) This Deed is a Finance Document
- (c) From the date of this Deed the provisions of the Debenture and of this Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in this Deed

3.2 Continuance in force

For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect

4. COSTS AND EXPENSES

The Chargor shall promptly on demand pay to the Security Agent the amount of all costs and expenses (including legal fees, valuation fees (and any VAT or similar Tax thereon)) incurred by the Security Agent in connection with the negotiation, preparation, execution, registration and completion of this Deed

5. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

IN WITNESS of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed by the Chargor

SCHEDULE: DETAILS OF ACQUIRED PROPERTY

The leasehold land on the west side of Green Oaks Way, Widnes and registered at the Land Registry with title number CH623717

EXECUTION PAGE

THE CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1, by **STADIUM**)
(WIDNES) LIMITED)

Signature

Name (block capitals)

ANDREW FOST

Director

Signature X

Name (block capitals)

ALEX CLARE

Secretary/Director

Address:

Facsimile No:

THE SECURITY AGENT

Signed by _____ for)
and on behalf of **THE ROYAL BANK OF**)
SCOTLAND PLC)

Signature _____

Address: 3rd Floor, 2 Whitehall Quay,
Leeds LS1 4HR

Facsimile No: 0113 307 8288

Attention: Peter Frazer

1871

1872

1873

1874

EXECUTION PAGE

THE CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1, by **STADIUM**)
(WIDNES) LIMITED)

Signature _____

Name (block capitals) _____

Director

Signature _____

Name (block capitals) _____

Secretary/Director

Address: Welton Grange, Welton, Brough, East Yorkshire HU15 1NB
Facsimile No: 01482 666226

THE SECURITY AGENT

Signed by Andrew Ginn for)
and on behalf of **THE ROYAL BANK OF**)
SCOTLAND PLC)

Signature _____

Address: 3rd Floor, 2 Whitehall Quay,
Leeds LS1 4HR

Facsimile No: 0113 307 8288

Attention: Peter Frazer