

MG01

Particulars of a mortgage or charge

378331/126



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LASERFORM

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

FRIDAY



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20/04/2012

#260

COMPANIES HOUSE

1

Company details

Company number

0 5 6 7 9 4 2 8

Company name in full

Stadium Investments (2006) Limited

5

For official use



Filling 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

Security interest agreement dated 10 April 2012 between (1) The Royal Bank of Scotland plc ("Security Agent") and (2) the Company ("Chargor") ("Security Interest Agreement")

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 Security Interest Agreement) ("Secured Obligations")

Continuation page

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

MG01**Particulars of a mortgage or charge****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 Andrews 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

SECURITY

(1) In order to provide continuing security for the payment or performance of the Obligation and to the intent that the Security Agent shall have a security interest or interests in the Collateral in accordance with the 1983 Law but so that the Security Agent (and any nominee of the Security Agent) shall not in any circumstances incur any liability or be under any obligation whatsoever in connection with the Collateral

(a) the Chargor vests possession of the certificates of title to the Collateral in the Security Agent (or its nominee), and

(b) the Chargor assigns (and agrees to assign) the Collateral to the Security Agent (or its nominee).

Provided always that the Collateral shall not be registered in the name of the Security Agent (or its nominee) in the register of unitholders of the Unit Trust unless an Event of Default has occurred and is continuing

(2) If security interests have been created by Clause 3(2) under both Articles 2(3) and 2(6) of the 1983 Law, such security interests shall exist concurrently unless such security interests are mutually exclusive under the 1983 Law in which case the security interest created under Article 2(6) of the 1983 Law shall prevail for all purposes.

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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 DLA Piper UK LLP 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: 1201 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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(3) Possession by the Security Agent (or its nominee) of the certificates of title to the Collateral and the acquisition by the Security Agent (or its nominee) of title in and to the Collateral shall be deemed to be pursuant to the Security Interest Agreement whether such possession were vested or such title were acquired before or after the execution of the Security Interest Agreement.</p> <p>NOTE 1 - RESTRICTIVE COVENANTS</p> <p>The Chargor agrees and covenants throughout the continuance of the Security Interest Agreement.</p> <p>(1) not to take any action which might (and not to omit to take any action where any such omission to act might) impair the interest of the Security Agent or the Chargor or both of them in the Collateral;</p> <p>(2) save as expressly permitted by the Finance Documents, not to do or cause or permit to be done anything which in the Security Agent's reasonable opinion may in any way adversely affect any security interest or interests created pursuant to the Security Interest Agreement or prejudice the value of the security created by the Security Interest Agreement, and without limitation, not without the Security Agent's prior written consent which shall not be unreasonably withheld to take or permit the taking of any action whereby the rights attaching to the Collateral are altered or diluted, whether by the issue of further units in the Unit Trust or otherwise howsoever</p> <p>NOTE 2 - POWER OF ATTORNEY</p> <p>In accordance with Article 5(2)(a) of the Powers of Attorney Law, for the purpose of facilitating the exercise of the powers of the Security Agent under the 1983 Law and of the powers given pursuant to the Security Interest Agreement, the Chargor irrevocably appoints the Security Agent and the persons deriving rights under the Security Agent jointly and also each of them severally as the Chargor's attorney (with full power of substitution in accordance with Article 8 of the Powers of Attorney Law) to take any action which the Chargor is obliged to take under the Security Interest Agreement, including under Clauses 2 and 4 of the Security Interest Agreement, which it has failed to do.</p> <p>NOTE 3 - FURTHER ASSURANCES</p> <p>The Chargor agrees that, at any time and from time to time upon the written request of the Security Agent, it will immediately do any and all such acts and things and execute and deliver any and all such documents as the Security Agent may reasonably specify for creating, perfecting, maintaining or enforcing its security interest or interests in the Collateral (whether in accordance with paragraph (3) of Article 2 of the 1983 Law or in accordance with other paragraphs of Article 2 of the 1983 Law as the Security Agent (or its nominee) may reasonably specify), and on the occurrence of an Event of Default for registering the Collateral in the name of the Security Agent (or its nominee) for selling the Collateral and vesting the same in any purchaser, or at any time, in any respect whatsoever for obtaining the full benefit of the Security Interest Agreement and of the rights, powers and discretions granted under the Security Interest Agreement.</p>	

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Particulars of a mortgage or charge

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

Amount secured

NOTE 4 - CONTINUING OBLIGATIONS

The security interest or interests created under the Security Interest Agreement shall:

- (a) continue in existence and shall not terminate until the expiry of the Security Period and the applicable provisions of Article 9 of the 1983 Law have been satisfied,
- (b) constitute a continuing security notwithstanding any intermediate payment or settlement of account or any other matter whatsoever and shall be in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, set off, combination, security interest, mortgage, charge or other security or other right now or hereafter held by or available to the Security Agent and shall not be prejudiced or affected thereby or by the invalidity thereof or by the Security Agent now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which the Security Agent may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable in respect of the Obligation,
- (c) not be discharged by the bankruptcy, insolvency or incapacity of the Chargor or any other person or by any change in the constitution of the Chargor or any other person or by the Chargor or any other person becoming involved in any amalgamation, reorganisation, reconstruction or merger;
- (d) not be affected by any variation of the terms of the Obligation or of any Finance Document.

DEFINITIONS

For the purposes of this form MG01, at all times the following terms have the following meanings

"Accession Letter" means a document substantially in the form set out in schedule 8 to the Facilities Agreement,

"Account" means as defined in the Facilities Agreement,

"Additional Borrower" means a company which owns an Additional Property and becomes a Borrower in accordance with clause 28 of the Facilities Agreement (*Changes to the Obligors*);

"Additional Guarantor" means a company which owns an Additional Property and becomes a Guarantor in accordance with clause 28 of the Facilities Agreement (*Changes to the Obligors*),

"Additional Hedge Counterparty" means a bank or financial institution which becomes a Hedge Counterparty in accordance with clause 26.8 (*Additional Hedge Counterparties*) of the Facilities Agreement;

"Additional Property" means as defined within the Facilities Agreement,

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured	<p data-bbox="308 360 1050 394">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="308 461 1503 517">"Additional Units" means any other units in the Unit Trust issued to the Chargor or the Security Agent after the date of this Agreement;</p> <p data-bbox="308 546 1027 580">"Agent" means The Royal Bank of Scotland plc,</p> <p data-bbox="308 607 1449 640">"Agreement for Lease" means as defined within the Facilities Agreement;</p> <p data-bbox="308 667 1503 745">"Arrangers" means The Royal Bank of Scotland Plc, Barclays Bank PLC, Abbey National Treasury Services Plc and HSBC Bank plc as mandated lead arrangers,</p> <p data-bbox="308 779 1503 857">"Borrower" means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (<i>Changes to the Obligors</i>) of the Facilities Agreement,</p> <p data-bbox="308 891 1503 947">the "Collateral" means all of the Chargor's right title and interest in and to the Units, any Additional Units and the Related Rights;</p> <p data-bbox="308 981 1503 1037">"Company" means Stadium Retail (Holdings) Limited (registered in England and Wales with company number 5188394),</p> <p data-bbox="308 1070 1503 1149">"Compliance Certificate" means a certificate substantially in the form set out in schedule 10 to the Facilities Agreement (<i>Form of Compliance Certificate</i>) in form and substance satisfactory to the Agent,</p> <p data-bbox="308 1182 1503 1261">"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;</p> <p data-bbox="308 1294 1503 1350">"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;</p> <p data-bbox="308 1384 1503 1462">"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,</p> <p data-bbox="308 1496 1503 1552">"Event of Default" means any event or circumstance specified as such in Clause 8(1) of the Security Interest Agreement namely:</p> <p data-bbox="308 1585 1503 1776">(a) a breach of any term hereof or of the Obligation; and</p> <p data-bbox="308 1641 1503 1776">(b) any "Event of Default" (as such term is defined in the Facilities Agreement and which for the avoidance of doubt, shall apply to the Security Interest Agreement as if such "Events of Default" had been fully set out and incorporated in the Security Interest Agreement <i>mutatis mutandis</i>)</p> <p data-bbox="308 1809 1503 2054">"Facilities Agreement" means the facilities agreement dated on or about the date of the Security Interest Agreement and made between (1) the Borrower as Company and Original Borrower, (2) the companies listed in part 1 of schedule 1 to it as Original Guarantors (including the Chargor), (3) the Trustees (as defined therein), (4) the financial institutions listed in it 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,</p>	

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Amount secured

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

Amount secured

pursuant to which the Original Lenders agreed to make certain facilities available to the Borrower,

"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 (Fees) or clause 23(e) (Increase) of the Facilities Agreement;

"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,

"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);

"Guarantor" means the Original Guarantors or any Additional Guarantor unless it has ceased to be a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Facilities Agreement;

"Hedge Counterparty" means any Original Hedge Counterparty or any Additional Hedge Counterparty;

"Hedge Counterparty Accession Letter" means a document substantially in the form set out in schedule 7 to the Facilities Agreement (Form of Hedge Counterparty Accession Agreement);

"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;

"Increase Lender" has the meaning given to that term in clause 2.3 of the Facilities Agreement (Increase);

"Issuing Bank" means The Royal Bank of Scotland plc;

"JPUT" means the Llanelli Retail Park Unit Trust established and constituted by the Trust Instrument,

"Lender" means

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become party to the Facilities Agreement in accordance with clause 2.3 (Increase) or clause 26 (Changes to the Lenders) of the Facilities Agreement,

which in each case has not ceased to be a party to the Facilities Agreement in accordance with the terms of the Facilities Agreement,

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>the "Obligation" means all present and future obligations and liabilities (whether actual or contingent, primary or otherwise, and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Security Interest Agreement);</p> <p>"Obligor" means the Company, a Borrower, a Guarantor and the Trustees;</p> <p>"Original Lenders" means each of the Lenders set out in part 2 of Schedule 1 to the Facilities Agreement (<i>The Original Parties and Properties</i>);</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>"Parkgate" means Stadium Parkgate (Holdings) Limited registered in England and Wales (registered number 05122234);</p> <p>the "Powers of Attorney Law" means the Powers of Attorney (Jersey) Law 1995,</p> <p>"Property" means a property listed in part 4 of schedule 1 (<i>The Original Parties and Properties</i>) to the Facilities Agreement 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>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets,</p> <p>"Related Rights" means all of the Chargor's right title and interest in and to the Units and any Additional Units (including without limitation (i) all distributions payments and receipts of any kind (whether or not of an income or capital nature or otherwise) and all interest paid or payable after the date hereof on or in respect of the Units or such other units or securities and (ii) all units securities (and distributions payments and receipts of any kind (whether or not of an income or capital nature or otherwise and any interest thereon) rights moneys or other property accruing or offered at any time by way of redemption bonus preference option consolidation sub-division or otherwise to or in respect of the Units, any Additional Units or such other units or securities),</p> <p>"Resignation Letter" means a letter substantially in the form set out in schedule 9 to the Facilities Agreement (<i>Form of Resignation Letter</i>);</p> <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</p>

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Amount secured

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

Amount secured

following:

- (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);
- (b) a security agreement from each Trustee (including a charge by way of legal mortgage in respect of the relevant Property); and
- (c) Jersey law security interest agreements over the Units in the JPUT from Stadium Retail Investments (2003) Limited and Stadium Investments (2006) Limited;

"Security Asset" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security;

"Security Document" means:

- (a) a Security Agreement;
- (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
- (c) any other document designated as such by the Agent and the Company;

"Security Period" means the period beginning on the date of this Agreement and ending on the date on which the Obligation has been unconditionally and irrevocably paid and discharged in full;

"SRH 2011" means SRH 2011 Limited (a company registered in England and Wales with number 7488901);

"Subordinated Creditor" means

- (a) SRH 2011;
- (b) Parkgate; and
- (c) any other person who becomes a Subordinated Creditor in accordance with the Facilities Agreement;

"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;

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

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

"Trustees" means Kleinwort Benson (Channel Islands) Corporate Services

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	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>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,</p> <p>the "Units" means 250,000 units in the Unit Trust which units are issued to and registered in the name of the Chargor;</p> <p>"Unit Trust" means the unit trust scheme constituted by the Trust Instrument and known as Llanelli Retail Park Unit Trust; and</p> <p>"Utilisation Request" means a notice substantially in the form set out in schedule 3 to the Facilities Agreement (<i>Utilisation Request</i>),</p> <p>the "1983 Law" means the Security Interests (Jersey) Law 1983.</p>	



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5679428

CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY INTEREST
AGREEMENT DATED 10 APRIL 2012 AND CREATED BY
STADIUM INVESTMENTS (2006) 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 20 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 APRIL 2012

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES