



Registration of a Charge

Company name: **HENDERSON GLOBAL INVESTORS (HOLDINGS) LIMITED**
Company number: **01721385**

Received for Electronic Filing: **19/11/2013**



Details of Charge

Date of creation: **13/11/2013**
Charge code: **0172 1385 0004**
Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**
Brief description:
Contains fixed charge(s).
Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1721385

Charge code: 0172 1385 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2013 and created by HENDERSON GLOBAL INVESTORS (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2013 .

Given at Companies House, Cardiff on 20th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Confidential

Execution Version

Dated 13 November 2013

HENDERSON GLOBAL INVESTORS (HOLDINGS) LIMITED

as Chargor

THE ROYAL BANK OF SCOTLAND PLC

as Security Agent

CHARGE OVER SHARES

I certify that, save for material
redacted pursuant to s.859G
of the Companies Act 2006,
this copy instrument is a correct copy
of the original instrument.

Sign & Dated

Norton Rose Fulbright LLP
19/11/13

^
NORTON ROSE FULBRIGHT

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Deed dated 13 November 2013

PARTIES

Chargor Henderson Global Investors (Holdings) Limited

Security Agent The Royal Bank of Scotland plc

SUMMARY

Chargor Henderson Global Investors (Holdings) Limited

Chargee The Royal Bank of Scotland plc as security trustee for the Finance Parties
from time to time

Charged Assets those assets which are from time to time the subject of clause 3.2

Secured Obligations all liabilities under the Finance Documents, which include the Facility Agreement (as defined below) (as amended or replaced from time to time)

Limited Recourse the liabilities of the Chargor is limited under clause 1.12

Type of security fixed charge over shares

Law English law

IT IS AGREED as follows:

Interpretation

1 Definitions and interpretation

Definitions

1.1 Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Facility Agreement shall have the same meaning given to them in this Deed.

1.2 In this Deed:

Borrower means BNP Paribas Jersey Trust Corporation Limited and Anley Trustees Limited, each in their capacity as trustees of Henderson UK Shopping Centre Fund

Charged Assets means those assets which are from time to time the subject of clause 3.2

Companies means the companies listed in Schedule 2 (*Shares*) and **Company** means any of them

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security

Dividends, in relation to any Share, means:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of, that Share

Enforcement Time, in relation to the Chargor, means any time at which:

- (a) an Event of Default has occurred and is continuing; or
- (b) any step is being taken by any person to put the Chargor into administration

Facility Agreement means the facility agreement dated at about the same date as this Deed between, amongst others, the Borrower and the Finance Parties, as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase of

any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties)

Finance Party Security means the Security created by this Deed and any other existing or future Security granted by the Chargor to the Security Agent to secure the payment and discharge of Secured Obligations

Finance Party Security Document means a document creating or evidencing Finance Party Security

Financial Collateral has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003

Guarantee means the obligations of the Chargor under clause 2 (*Payment of Secured Obligations*)

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or

- (f) originally owing to the person claiming performance or acquired by that person from someone else

Officer, in relation to a person, means any officer, employee or agent of that person

Permitted Security means any Security described in Schedule 3 (*Permitted Security*)

Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

Secured Obligations means all Obligations from time to time incurred by the Obligors under or in connection with the Finance Documents

Shares means:

- (a) the shares described in Schedule 2 (*Shares*); and
- (b) any other shares in the capital of a Company which are beneficially owned by the Chargor; and
- (c) any shares acquired by the Chargor after the date of this Deed which are designated as Shares by the Chargor and the Security Agent at or about the time of their acquisition.

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999

Interpretation

1.3 In this Deed:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (c) references to the Facility Agreement, any Finance Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
- (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (e) references to a person include its successors in title, permitted assignees and permitted transferees;

- (f) words importing the plural include the singular and vice versa; and
 - (g) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Security Agent, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed.
- 1.4 Where this Deed imposes an obligation on the Chargor to do something if required or requested by the Security Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.
- 1.5 It is intended that this document takes effect as a deed even though the Security Agent may only execute it under hand.
- 1.6 This Deed may be executed in counterparts.
- 1.7 The provisions of any other Finance Document relating to any obligation of the Lenders to make further advances, are deemed to be incorporated in this Deed.
- 1.8 Each category of shares described in the definition of "Shares" in clause 1.1 will be construed as separate from each other category.

Parties and third parties

- 1.9 The rights expressly conferred on each of the Finance Parties, each Receiver and each Officer of the Security Agent or a Receiver under this Deed are enforceable by each of them under the Third Parties Act.
- 1.10 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a party to this Deed.
- 1.11 The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party. However, they may not terminate this Deed or vary any of its terms if this would have the effect of terminating or adversely affecting:
- (a) The Rights of the Finance Parties under this Deed without its consent; or
 - (b) the Rights of a Receiver or of an Officer of the Security Agent or a Receiver under this Deed without its consent, but only to the extent that it has notified the Security Agent that it intends to enforce that clause at the time of the termination or variation.

Limited Recourse

- 1.12 Notwithstanding any provisions of this Deed, the liabilities of the Chargor under this Deed shall be limited to the proceeds of enforcement of the security over the Charged Assets created by this Deed.

Security

2 Payment of Secured Obligations

- 2.1 Subject to clause 1.12, the Chargor will pay or otherwise discharge the Secured Obligations when they become due for payment or discharge.

3 Charges

- 3.1 The charges contained in this clause 3:
- (a) are given to the Security Agent as trustee for the Finance Parties;
 - (b) secure the payment and discharge of the Secured Obligations; and
 - (c) are given with full title guarantee.
- 3.2 The Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:
- (a) the Shares of which it is the Shareholder;
 - (b) any Rights accruing to, derived from or otherwise connected with those Shares (including Dividends and proceeds of Disposal); and
 - (c) any warrants, options and other Rights to subscribe for or otherwise acquire Shares.

4 Set-off

- 4.1 A Finance Party may set off any matured Secured Obligation due from the Chargor (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- 4.2 If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.
- 4.3 These Rights are in addition to the security conferred on the Security Agent under this Deed.

5 Restrictions

- 5.1 The Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Security Agent agrees to the contrary.
- 5.2 No Security will exist over, or in relation to, any Charged Asset other than Permitted Security.

- 5.3 There will be no Disposal of any Charged Asset.

6 Perfection

General requirements

- 6.1 The Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry or otherwise), deposit all such documents and do all such other things as the Security Agent may require from time to time in order to:
- (a) ensure that it has an effective first-ranking fixed charge over the Charged Assets; and
 - (b) facilitate the enforcement of the Finance Party Security, the realisation of the Charged Assets or the exercise of any Rights held by the Security Agent or any Receiver or Administrator under or in connection with the Finance Party Security.
- 6.2 The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Finance Party Security Documents.

Shares

- 6.3 The Chargor will:
- (a) on the date of this Deed (or, if it acquires the shares later, as soon as practicable after it does so), deposit with the Security Agent all certificates or other documents of title to the Shares and stock transfer forms for them, executed in blank by the Chargor;
 - (b) if required to do so by the Security Agent (and to the extent that the Chargor is able to do so) amend the articles of association of any Company in the manner reasonably required by the Security Agent (and procure that any Company takes, or omits to take, all such other steps as the Security Agent may require) in order to enable it to enforce its security without restriction; and
 - (c) if reasonably required to do so by the Security Agent, procure that the Security Agent or its nominee becomes registered as the legal owner of the Shares.

Notification

- 6.4 If, after the date of this Deed, the Chargor acquires any Shares, it will notify the Security Agent as soon as reasonably practicable and will provide it with such information about the acquisition as the Security Agent may reasonably require.

Subsequent security

- 6.5 If a Finance Party receives notice that any Security has been created over Charged Assets which the Finance Documents do not permit to rank in priority to the Finance Party Security, that Finance Party will be treated as if it had immediately opened a new account for the Chargor, and all payments received by that Finance Party from the Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from the Chargor to that Finance Party.

Financial Collateral

- 6.6 The parties to this Deed designate those Charged Assets which constitute *Financial Collateral* to be under the control of the Security Agent, whether they are the subject of a fixed charge or of a floating charge under this Deed.

Enforcement

7 Enforcement

Time for enforcement

- 7.1 The Security Agent may enforce the Finance Party Security at any time which is an Enforcement Time or if the Chargor requests it to do so.

Methods of enforcement

- 7.2 The Security Agent may enforce the Finance Party Security by:
- (a) appointing a Receiver of all or any part of the Charged Assets; or
 - (b) becoming the registered holder of the Charged Assets, going into possession of or selling the Charged Assets or otherwise receiving the benefit of the Charged Assets in any other way it may decide.
- 7.3 To the extent that the Finance Party Security arises under a security financial collateral arrangement, the Security Agent may also enforce it by giving written notice to the Chargor that it is appropriating those Charged Assets which consist of financial collateral. On receipt of that notice by the Chargor, the Security Agent will automatically become the absolute owner of that financial collateral, and the Chargor will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 8 (*Application of proceeds*). For this purpose, the Security Agent will value the financial collateral as follows:
- (a) in the case of cash, by reference to its face value received by the Security Agent;
 - (b) in the case of credit claims, by reference to the amount actually recovered by the Security Agent; and
 - (c) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Security Agent may reasonably decide.

Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.

- 7.4 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation.
- 7.5 The appointment of a Receiver may be made subject to such limitations as are specified by the Security Agent in the appointment.

7.6 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Security Agent may specify to the contrary in the appointment.

7.7 Subject to the Insolvency Legislation, the Security Agent may remove or replace any Receiver.

Powers on enforcement

7.8 The Security Agent and any Receiver will have the following powers in respect of the Charged Assets:

- (a) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act;
- (b) the powers given to an administrative receiver by the Insolvency Legislation; and
- (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor were not in insolvency proceedings.

7.9 Except to the extent provided by law, none of the powers described in this clause 7 will be affected by an Insolvency Event in relation to the Chargor.

Status and remuneration of Receiver

7.10 A Receiver of the Chargor will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Security Agent, even in the liquidation of the Chargor.

7.11 The Security Agent may from time to time determine the remuneration of any Receiver.

Third parties

7.12 A person dealing with the Security Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

8 Application of proceeds

All money received by the Security Agent or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Finance Party Security) will, subject to the rights of any persons having priority, be applied in the following order of priority:

- (a) first, in or towards payment of all amounts payable to the Security Agent, any Receiver or their Officers under clause 12 (*Expenses, liability and indemnity*) and all remuneration due to any Receiver under or in connection with the Finance Party Security;
- (b) secondly, in or towards payment of the Secured Obligations in such order as is required by the Finance Documents (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
- (c) thirdly, in payment of any surplus to the Chargor or other person entitled to it.

Representations and Undertakings

9 Representations

General

- 9.1 The Chargor makes the representations and warranties set out in this clause 9 to the Security Agent.

Status

- 9.2 It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- 9.3 It has the power to own its assets, including but not limited to the Charged Assets, and carry on its business as it is being conducted.
- 9.4 No limit on its powers will be exceeded as a result of the grant of security contemplated by this Deed.

Good title to assets

- 9.5 It is the sole legal and beneficial owner of its Shares.

Called up and paid up

- 9.6 The Shares are fully called up and fully paid-up and the Shares listed under Schedule 2 (*Shares*) represent all of the shares of each Company owned by the Chargor.

Binding obligations

- 9.7 The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

Non-conflict with other obligations

- 9.8 The entry into and performance by it, and the transactions contemplated by, this Deed does not and will not conflict with:
- (a) any law or regulation or regulatory code of practice or other regulatory guidance applicable to it;
 - (b) its constitutional documents; or
 - (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

Power and authority

- 9.9 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- 9.10 No limit on its powers will be exceeded as a result of the granting of the Security contemplated by this Deed.

Validity and admissibility in evidence

- 9.11 All authorisations required:
- (a) to enable it to lawfully enter into, exercise its rights and comply with its obligations in this Deed; and
 - (b) to make this Deed admissible in evidence in its jurisdiction of incorporation,
- have been obtained or effected and are in full force and effect.

Insolvency

- 9.12 No:
- (a) corporate action, legal proceeding or other procedure or step described in clause 24.7 (*Insolvency proceedings*) of the Facility Agreement; or
 - (b) creditors' process described in clause 24.8 (*Creditors' process*) of the Facility Agreement,
- has been taken or, to the knowledge of the Chargor, threatened against it; and none of the circumstances described in clause 24.6 (*Insolvency*) of the Facility Agreement applies to it.

No misleading information

- 9.13 All written information produced or supplied by it or on its behalf to the Security Agent was true and accurate in all material respects as at its date or (as the case may be) as at the date the information is expressed to be given.

No proceedings pending or threatened

- 9.14 No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it.

No security

- 9.15 It has not taken or received, and undertakes that until the date on which all Secured Obligations or other amounts due under this Deed have been paid or discharged in full, it will not take or receive, the benefit of any security or encumbrance of any kind from a Company or any other person in respect of its obligations under this Deed.

Times when representations made

- 9.16 All the representations and warranties in this clause 9 are made by the Chargor on the date of this Deed and are deemed to be repeated each day on which any representations or warranties are deemed repeated under the Facility Agreement whilst the Chargor has any liability (actual or contingent) under this Deed.

10 Undertakings

- 10.1 During an Enforcement Time (and also once the Finance Party Security is being enforced), the Security Agent will be entitled to receive all distributions in respect of the Shares and Dividends for application in accordance with clause 8 (*Application of proceeds*). Otherwise, the Chargor will be entitled to receive those distributions.
- 10.2 During an Enforcement Time (and also once the Finance Party Security is being enforced), but only upon written notice to the Chargor, the Security Agent will be entitled to exercise all voting and other Rights in respect of the Shares and Dividends. Otherwise, the Chargor will be entitled to exercise those Rights.
- 10.3 The Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of any of the Shares, and the Security Agent will not in any circumstances incur any liability in respect of them.
- 10.4 The Chargor will not permit a Company to:
- (a) cancel, increase, create, issue or put under option (i) any share capital or (ii) any loan capital convertible into shares; or
 - (b) make any alteration to, grant any rights in relation to or otherwise re-organise, purchase or reduce its share capital or reserves in any way.
- 10.5 The Chargor will not convene a meeting of a Company with a view to passing a resolution that that Company be wound up.
- 10.6 The Chargor will take all steps as are necessary to preserve the value and marketability of the Charged Assets.

10.7 The Chargor will provide to the Security Agent:

- (a) such information about the Charged Assets;
 - (b) such information about the extent to which it has complied with its obligations under this Deed; and
 - (c) copies of such documents which create, evidence or relate to its Charged Assets,
- as the Security Agent may from time to time reasonably request.

10.8 The Finance Parties may exchange between themselves any information relating to the Chargor.

10.9 If the Chargor does not comply with its obligations under this Deed, the Security Agent may do so on the Chargor's behalf on such basis as the Security Agent may reasonably decide. The Chargor will indemnify the Security Agent on demand against the amount certified by the Security Agent to be the cost, loss or liability suffered by it as a result of doing so.

10.10 The Chargor will notify the Security Agent as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Security Agent under the Finance Party Security. Those matters include a claim by any person to an interest in a Charged Asset.

Miscellaneous

11 Duration of the security

- 11.1 *The Obligations of the Chargor under the Finance Documents and the security created by the Finance Party Security will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.*
- 11.2 *If any payment by the Chargor or any other security provider or any release given by the Security Agent (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:*
- (a) the liability of the Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and*
 - (b) the Security Agent will be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, release, avoidance or reduction had not occurred.*
- 11.3 *Section 93 of the Law of Property Act 1925 will not apply to the Finance Party Security.*

12 Expenses, liability and indemnity

- 12.1 *The Chargor will, on demand, pay all legal and other costs and expenses (including any stamp duty, registration or other similar taxes) properly incurred by the Security Agent or by any Receiver in connection with the Finance Party Security. This includes any costs and expenses relating to the enforcement or preservation of the Finance Party Security or the Charged Assets and to any amendment, waiver, consent or release required in connection with the Finance Party Security.*
- 12.2 *Neither the Security Agent nor a Receiver nor any of their Officers will be in any way liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or the Finance Party Security, except to the extent caused by the Security Agent, Receiver or their Officer's own fraud, negligence or wilful misconduct.*
- 12.3 *The Chargor will, on demand, indemnify each of the Security Agent, a Receiver and their Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:*

- (a) anything done or omitted in the exercise of the powers conferred on it under the Finance Party Security, unless it was caused by the Security Agent, Receiver or their Officer's fraud, negligence or wilful misconduct;
- (b) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Finance Party Security had not been granted and which was not caused by the Security Agent, Receiver or their Officer's fraud, negligence or wilful misconduct; or
- (c) any breach by the Chargor of the Finance Documents.

13 Payments

- 13.1 All payments by the Chargor under the Finance Party Security Documents must be made in the manner set out in the Facility Agreement.

14 Remedies

- 14.1 The Rights created by this Deed are in addition to any other Rights of the Finance Parties against the Chargor or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- 14.2 No failure by a Finance Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Finance Party preclude its further exercise.
- 14.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

15 Power of attorney

The Chargor, by way of security, irrevocably appoints each of the Security Agent and any Receiver severally to be its attorney:

- (a) to do anything which the Chargor is obliged to do under the Finance Party Security Documents; and
- (b) to exercise any of the Rights conferred on the attorney by the Finance Party Security Documents or by law.

16 The Security Agent

- 16.1 The Security Agent may be replaced by a successor in accordance with the Facility Agreement.
- 16.2 On the date of its appointment, the successor Security Agent will assume all the Rights and Obligations of the retiring Security Agent. However, this does not apply to any Obligations of the retiring Security Agent which arise out of its acts or omissions as Security Agent before the appointment of the successor, in respect of which the retiring Security Agent will continue to have the Obligations imposed by, and the Rights contained in, this Deed and the Facility Agreement.
- 16.3 The retiring Security Agent will, at the Chargor's expense, provide its successor with copies of those of its records as Security Agent as its successor properly requires to perform its functions as Security Agent.

17 Notices

- 17.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address or fax number as that party may from time to time notify to the other parties.
- 17.2 It will be deemed to have been received by the relevant party on receipt at that address or fax number.
- 17.3 The initial administrative details of the parties are contained in Schedule 1 (*Initial administrative details of the parties*) but a party may amend its own details at any time by notice to the other party.
- 17.4 Any notice to the Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

18 Law and jurisdiction

- 18.1 This Deed and any non-contractual obligations connected with it are governed by English law.
- 18.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- 18.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.

18.4 Clause 18.2 is for the benefit of the Security Agent only. As a result, the Security Agent will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1

Initial administrative details of the parties

Party	Address	Fax number	Attention
Chargor	201 Bishopsgate, London EC2M 3AE	020 7818 7500	Andrew Rippingale
Security Agent	280 Bishopsgate, London EC2M 4RB	020 7672 1929	Jessica Bell

Schedule 2**Shares**

Name of the Chargor	Name of the Company	Number of shares	Class	Nominal value per share
Henderson Global Investors (Holdings) Limited	Henderson BRLP1 Limited	1	Ordinary	£1
	Henderson BRLP2 Limited	1	Ordinary	£1
	Henderson (Bull Ring) Limited	2	Ordinary	£1

Schedule 3
Permitted Security

- 1 Finance Party Security.
- 2 Liens arising in the ordinary course of trading by operation of law.


SIGNATORIES

The Chargor

EXECUTED as a DEED by

**HENDERSON GLOBAL INVESTORS (HOLDINGS)
LIMITED** in the presence of: -


} Director
}

Witness' Signature: 

Witness Name: Winnie Ma

Witness Address: One Wood Street, London EC2V 7WS

Witness Occupation: Solicitor

The Security Agent

THE ROYAL BANK OF SCOTLAND

Authorised signatory

by:

SIGNATORIES

The Chargor

EXECUTED as a DEED by

**HENDERSON GLOBAL INVESTORS (HOLDINGS)
LIMITED** in the presence of: -

)
)
) Director
)

Witness' Signature:

Witness Name:

Witness Address:

Witness Occupation:

The Security Agent

THE ROYAL BANK OF SCOTLAND

Authorised signatory

by:

