

MR01

Particulars of a charge

233801/13



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

You can use the WebFiling
Please go to www.companies.gov.uk



What this form is for

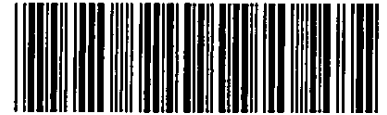
You may use this form to register
a charge created or evidenced by
an instrument



What this form is NOT for

You may not use this form to
register a charge where the
instrument Use form MR08

FRIDAY



A29 09/05/2014 #102
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. If 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

1

Company details

Company number

0 2 8 0 9 6 1 6

Company name in full

WESTFIELD MH HOLDINGS LIMITED

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

Charge creation date

Charge creation date

d0 d1 m0 m5 y2 y0 y1 y4

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

DEUTSCHE BANK AG LONDON BRANCH

(THE SECURITY AGENT)

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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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 Allen, Overy Ltd (on behalf of the Security Agent) X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name SEBASTIAN WALLACE

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 0203 088 2817



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2809616

Charge code: 0280 9616 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2014 and created by WESTFIELD MH HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2014

Given at Companies House, Cardiff on 14th May 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

CLOSING ENGLISH SECURITY AGREEMENT

DATED 1 MAY 2014

BETWEEN

THE ENTITIES LISTED IN Schedule 1

- and -

DEUTSCHE BANK AG LONDON BRANCH

Except for material redacted pursuant to s859F of the Companies Act 2006 I certify that this is a correct copy of the original document.

Signed: Allen & Overy LLP

Address: one Bishop Square, London, E16 1YD

Date: 07 May 2014

ALLEN & OVERY

Allen & Overy LLP

0015437-0009095 BK 27087980 10

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THIS DEED is dated **1 May** 2014 and made

BETWEEN

- (1) **THE ENTITIES** listed in Schedule 1 as chargors (each a **Chargor**), and
- (2) **DEUTSCHE BANK AG LONDON BRANCH** (the **Security Agent**) as agent and trustee for the Finance Parties (as defined in the Facility Agreement defined below)

BACKGROUND:

- (A) Each **Chargor** enters into this Deed in connection with the Facility Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows.

1. INTERPRETATION

1.1 Definitions

In this Deed

Account means a Collection Account, a General Account and/or a Holding Account

Account Bank means, in relation to an Account, the bank with which the Account is maintained

Act means the Law of Property Act 1925

Collection Account means in respect of a **Chargor**, any account specified as such against its name in Part 3 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

Facility Agreement means the £191,250,000 Facility Agreement dated 20 March 2014 between (among others) the **Chargors**, Situs Asset Management Limited as Facility Agent and the **Security Agent**

General Account means in respect of a **Chargor**, any account specified as such against its name in Part 3 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and

- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

Holding Account means in respect of a Chargor, any account specified as such against its name in Part 2 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred, and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes

Investments means

- (a) the Shares,
- (b) all other shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets,
- (c) any dividend or interest paid or payable in relation to any of the above, and
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

JPUT Chargor means each Chargor who is also a JPUT

Limited Partnership Interest means the Partnership Interest (as defined in the Limited Partnership Agreement) of a Chargor in a Limited Partnership, which as at the date of this Deed are as set out in Part 2 of Schedule 2 (Security Assets)

LP Subordinated Interests means the Subordinated Interests (as defined in the Limited Partnership Agreement to which it is a party) of a JPUT Chargor

Party means a party to this Deed

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed

Restricted Account means a Collection Account and/or a Holding Account

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to any Finance Party under each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006

Security Assets means all assets of each Chargor the subject of any security created by this Deed

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Security Agent (acting reasonably) is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

Shares means, in relation to a Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares identified in respect of that Chargor in Part 1 of Schedule 2 (Security Assets))

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed
- (c)
 - (i) A **Finance Document** or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility,
 - (ii) the term **this Security** means any security created by this Deed, and
 - (iii) **assets** includes present and future properties, revenues and rights of every description
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Security Agent (acting reasonably) considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2 CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Security Agent,
 - (ii) is created over present and future assets of each Chargor,

- (iii) is security for the payment of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of a Chargor under a Relevant Contract cannot be secured without the consent of a party to that document
- (i) that Chargor must notify the Security Agent promptly,
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself, and
 - (iii) if the Security Agent requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed
- (c) The Security Agent holds the benefit of this Deed on trust for the Finance Parties

2.2 Land

- (a) Each Chargor charges
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

- (a) Each Chargor charges
- (i) by way of a first mortgage all shares in any member of the Borrower Group (other than itself) owned by it or held by any nominee on its behalf, including without limitation all Shares belongs to it on the date of this Deed; and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in this Clause to a mortgage or charge of any stock, share, debenture, bond or other security includes
- (i) any dividend or interest paid or payable in relation to it, and

- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

2.4 JPUT Chargor

- (a) Each JPUT Chargor charges by way of a first fixed charge all of the Limited Partnership Interest owned by it or held by any nominee on its behalf
- (b) A reference in this Subclause to a mortgage or charge of any limited partnership interest, stock, share, debenture, bond or other security includes
 - (i) any dividends, interest, revenues, income, distributions, and proceeds of any kind, whether cash, instruments, securities, or other property, received by or distributable to it, and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise
- (c) Each JPUT Chargor charges by way of a first fixed charge all of its LP Subordinated Interests

2.5 Accounts

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account and the debt represented by it

2.6 Contracts

Each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause, this includes the agreements (if any) specified in Schedule 2 (Security Assets) under its name under the heading **Relevant Contracts**

2.7 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

2.8 Insurances

Each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

2.9 Intellectual property

Each Chargor charges by way of a first fixed charge, all of its rights in respect of

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,
- (b) any copyright or other intellectual property monopoly right, or

- (c) any interest (including by way of licence) in any of the above,
- in each case whether registered or not and including all applications for the same

2.10 Miscellaneous

Each Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital

2.11 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if
 - (i) an Event of Default is continuing, or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986
- (d) The floating charge created by this Clause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

3 REPRESENTATIONS - GENERAL

3.1 Nature of security

- (a) Subject to paragraph (b) below and registration as contemplated in clause 22 of the Facility Agreement, each Chargor represents and warrants to each Finance Party that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise
- (b) Paragraph (a) above shall be read subject to the qualification that a charge that purports to be a fixed charge may be a floating charge

3.2 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by each Chargor on each date on which any of the representations and warranties set out in clause 17 (Representations and Warranties) of the Facility Agreement are repeated by reference to the facts and circumstances then existing

4. RESTRICTIONS ON DEALINGS

No Chargor may

- (a) create or permit to subsist any Security Interest on any Security Asset; or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Facility Agreement

5. INVESTMENTS

5.1 Investments

Subject to clause 17.1 and clause 17.30 of the Facility Agreement, Each Chargor represents and warrants to each Finance Party that:

- (a) its Shares are fully paid,
- (b) its Shares represent the whole of the issued share capital of the relevant member of the Group as identified in Part 1 of Schedule 2 (Security Assets), and
- (c) it is the sole legal and beneficial owner of its Investments

5.2 Deposit

Each Chargor must

- (a) immediately deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Shares, and

- (b) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Shares

5.3 Changes to rights

No Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares in any immediate Subsidiary being issued, save to the extent permitted under the Facility Agreement

5.4 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Shares
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments on behalf of that Chargor. That Chargor must within 5 Business Days' of request reimburse the Security Agent for any payment made by the Security Agent under this Clause

5.5 Other obligations in respect of Investments

- (a) Each Chargor must promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Shares
- (c) The Security Agent is not obliged to
 - (i) perform any obligation of a Chargor,
 - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor, or
 - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Investment

5.6 Voting rights

- (a) Before this Security becomes enforceable
 - (i) the Chargor shall be entitled to exercise or direct the exercise of the voting rights, powers and other rights in respect of the Investments, and
 - (ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the relevant Chargor

After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

6. ACCOUNTS

6.1 Account Bank

Subject to paragraph (d) of clause 16.6 (Change of Bank Accounts) of the Facility Agreement, each Account must be maintained at a branch of an Account Bank approved by the Security Agent

6.2 Change of Account Banks

A change of Account Bank shall only be effective when the relevant Chargor and the new Account Bank have delivered a notice and acknowledgement substantially in the form set out in Schedule 3 (Forms of letter for Account Bank)

6.3 Notices of charge

Each Chargor must

- (a) promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Account Bank) on each Account Bank, and
- (b) use its reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Account Bank)

7. RELEVANT CONTRACTS

7.1 General

In this Clause

Relevant Contract means

- (a) an agreement specified in Schedule 2 (Security Assets) under the heading **Relevant Contracts**, and
- (b) any other agreement to which a Chargor is a party and which the Chargor and the Security Agent have designated a Relevant Contract

7.2 Notices of assignment

Each Chargor must

- (a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Relevant Contracts), on each counterparty to a Relevant Contract to which it is a party, and

- (b) use its reasonable endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Relevant Contracts)

8. WHEN SECURITY BECOMES ENFORCEABLE

8.1 Event of Default

This Security will become immediately enforceable if an Event of Default is continuing and the Security Agent gives notice to each Chargee that this Security is enforceable

8.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

8.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable

9. ENFORCEMENT OF SECURITY

9.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act

9.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

9.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply

9.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable,

- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Finance Documents, or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied

9.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may
 - (i) redeem any prior Security Interest against any Security Asset, and/or
 - (ii) procure the transfer of that Security Interest to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor
- (b) Each Chargor must pay to the Security Agent, promptly on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest

9.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

10. RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) this Security has become enforceable, or
 - (ii) a Chargor so requests the Security Agent in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

10.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

10.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

10.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver (in each case, other than those caused by a Receiver's gross negligence or wilful misconduct)
- (b) No Finance Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

10.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

11. POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986, and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

11.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset

11.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit

11.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit
- (b) A Receiver may discharge any person appointed by any Chargor

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

11.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor

11.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

11.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset

11.12 Delegation

A Receiver may delegate his powers in accordance with this Deed

11.13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

11.14 Protection of assets

A Receiver may

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit

11.15 Other powers

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law,
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of any Chargor for any of the above purposes

12. APPLICATION OF PROCEEDS

Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in the following order of priority

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities, and
- (c) in payment of the surplus (if any) to any Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Finance Party to recover any shortfall from any Chargor

13. EXPENSES AND INDEMNITY

Each Chargor must

- (a) Within three Business Days of demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by any Finance Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed, and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

14. DELEGATION

14.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

14.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit

14.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct (other than gross negligence or wilful misconduct) on the part of any delegate or sub-delegate

15. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent may think expedient

16. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed, provided that such power of attorney may only be exercised after this Security has become enforceable. Each Chargor ratifies and

confirms whatever any attorney does or purports to do under its appointment under this Clause

17. MISCELLANEOUS

17.1 Covenant to pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents

17.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances)

17.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset in breach of the Facility Agreement, the Finance Party may open a new account with a Chargor
- (b) If the Finance Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to the Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

17.4 Time deposits

Without prejudice to any right of set-off any Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Finance Party within the Security Period when

- (a) this Security has become enforceable, and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Finance Party considers appropriate

18. RELEASE

- (a) At the end of the Security Period, the Finance Parties must, at the request and cost of a Chargor, take whatever action is necessary to release its Security Assets from this Security
- (b) The Security Agent shall, unless a Default is outstanding, at the request and cost of the relevant Chargor, execute a release, or give a certificate of non-crystallisation of the floating charge created by this Deed (insofar as that charge has not crystallised), in respect of a disposal of a Security Asset expressly permitted by the Facility Agreement

19. GOVERNING LAW

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

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

CHARGORS

Name of Chargor	Registered number
Intu Finance MH Limited	08363572
Intu Merry Hill Limited	115097
Intu Merry Hill 2 Limited	115098
Westfield MH Phase 1 Limited	04731207
Westfield MH Group Limited	03348583
Westfield MH Acquisitions Limited	02458787
Westfield MH Holdings Limited	02809616
Crossmane Limited	03524841
Westfield MH Investments Limited	02808020
Westfield MH Waterfront Limited	03806198
Cable Plaza Limited	03786481
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 1) Jersey Unit Trust	
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 2) Jersey Unit Trust	
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No.3) Jersey Unit Trust	
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 4) Jersey Unit Trust	
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 5) Jersey Unit Trust	
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 6) Jersey Unit Trust	
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 7) Jersey Unit Trust	
Merry Hill Trustee No.1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 8) Jersey Unit Trust	

SCHEDULE 2
SECURITY ASSETS
PART 1
SHARES

Chargor	Member of the Group	Registered Number	Number and Class of shares
Intu Merry Hill Limited	Westfield MH Phase 1 Limited	04731207	1
Intu Merry Hill Limited	Westfield MH Group Limited	03348583	225,000,000
Westfield MH Group Limited	Westfield MH Acquisitions Limited	02458787	2,000
Westfield MH Group Limited	Westfield MH Holdings Limited	02809616	1,000
Westfield MH Acquisitions Limited	Crossmane Limited	03524841	2
Westfield MH Holdings Limited	Westfield MH Investments Limited	02808020	1,000
Intu Merry Hill Limited	Westfield MH Waterfront Limited	03806198	2
Westfield MH Waterfront Limited	Cable Plaza Limited	03786481	2
Intu Merry Hill 2 Limited	MH (No 1) General Partner Limited	06002797	576
Intu Merry Hill 2 Limited	MH (No.2) General Partner Limited	06002775	500
Intu Merry Hill 2 Limited	MH (No 3) General Partner Limited	06002780	500
Intu Merry Hill 2 Limited	MH (No 4) General Partner Limited	06002783	500
Intu Merry Hill 2 Limited	MH (No 5) General Partner Limited	06002793	500
Intu Merry Hill 2 Limited	MH (No 6) General Partner Limited	06002784	500

Intu Merry Hill 2 Limited	MH (No 7) General Partner Limited	06002776	500
Intu Merry Hill 2 Limited	MH (No 8) General Partner Limited	06002719	500

PART 2

LIMITED PARTNERSHIP INTERESTS

Legal and beneficial owner	Limited Partnership	Percentage of interest in Limited Partnership
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 1) Jersey Unit Trust	MH (No 1) Limited Partnership	48.75%
Westfield MH Phase 1 Limited	MH (No 1) Limited Partnership	0.043%
Westfield MH Acquisitions Limited	MH (No 1) Limited Partnership	0.0058%
Westfield MH Investments Limited	MH (No 1) Limited Partnership	0.9512%
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No.2 Limited in their capacity as trustees of Intu MH (No 2) Jersey Unit Trust	MH (No 2) Limited Partnership	48.75%
Westfield MH Investments Limited	MH (No 2) Limited Partnership	1%
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No.3) Jersey Unit Trust	MH (No 3) Limited Partnership	48.75%
Crossman Limited	MH (No 3) Limited Partnership	1%
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 4) Jersey Unit Trust	MH (No 4) Limited Partnership	48.75%
Westfield MH Waterfront Limited	MH (No 4) Limited Partnership	0.157%
Cable Plaza Limited	MH (No 4) Limited Partnership	0.354%
Westfield MH Investments Limited	MH (No 4) Limited Partnership	0.0303%

Westfield MH Acquisitions Limited	MH (No 4) Limited Partnership	0 4587%
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 5) Jersey Unit Trust	MH (No 5) Limited Partnership	48 75%
Westfield MH Waterfront Limited	MH (No 5) Limited Partnership	1%
Merry Hill Trustee No.1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 6) Jersey Unit Trust	MH (No 6) Limited Partnership	48 75%
Westfield MH Acquisitions Limited	MH (No 6) Limited Partnership	0 9906%
Westfield MH Investments Limited	MH (No 6) Limited Partnership	0 0094%
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 7) Jersey Unit Trust	MH (No 7) Limited Partnership	48 75%
Westfield MH Acquisitions Limited	MH (No.7) Limited Partnership	1%
Merry Hill Trustee No 1 Limited and Merry Hill Trustee No 2 Limited in their capacity as trustees of Intu MH (No 8) Jersey Unit Trust	MH (No 8) Limited Partnership	49 75%

PART 3
ACCOUNTS

Chargor	Account type	Account Bank	Sort Code	Account Number
Intu Finance MH Limited	Collection	Barclays Bank plc	20-36-47	33524116
	General	Barclays Bank plc	20-36-47	63947815
	Holding	Barclays Bank plc	20-36-47	63780414
Crossmane Limited	General	Barclays Bank plc	20-67-59	83919056
Westfield MH Acquisitions Limited	General	Barclays Bank plc	20-00-00	53745325
Westfield MH Holdings Limited	General	Barclays Bank plc	20-67-59	53664856
Westfield MH Investments Limited	General	Barclays Bank plc	20-00-00	23310523
Westfield MH Phase 1 Limited	General	Barclays Bank plc	20-67-59	23655059
Westfield Waterfront Limited	General	Barclays Bank plc	20-00-00	43862321

PART 4

RELEVANT CONTRACTS

Chargor	Description of Relevant Contract
Intu Finance MH Limited	<p>The MHB2B Loan, being</p> <p>(a) the loan originally made between WCSCF Finance Sarl (as lender) and to the Finco as borrower in an original amount of £193,762,763 (as amended to £193,117,348 in December 2012); and</p> <p>(b) the loan originally made between Westfield Europe Finance No 2 Limited (as lender) and to the Finco as borrower in an original amount of £193,762,764 (as amended to £193,117,348 in December 2012),</p> <p>and each as assigned by the relevant lender to the Borrower (as lender) on or around the date of this Deed</p>

SCHEDULE 3
FORMS OF LETTER FOR ACCOUNT BANK
PART 1

NOTICE TO ACCOUNT BANK

[On the letterhead of the Chargor]

To [Account Bank]

Copy Deutsche Bank AG London Branch

[Date]

Dear Sirs,

Security Agreement dated [], 2014 between []
and Deutsche Bank AG London Branch (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of Deutsche Bank AG London Branch (the **Security Agent**) all our rights in respect of any amount standing to the credit of the account maintained by us with you (Account no [] sort code []) (the **Restricted Account**) and the debt represented by it

We irrevocably instruct and authorise you to

- (a) disclose to the Security Agent any information relating to the Restricted Account requested from you by the Security Agent,
- (b) comply with the terms of any written notice or instruction relating to the Restricted Account received by you from the Security Agent,
- (c) [hold all sums standing to the credit of the Restricted Account to the order of the Security Agent, and
- (d) pay or release any sum standing to the credit of the Restricted Account in accordance with the written instructions of the Security Agent

We are not permitted to withdraw any amount from the Restricted Account without the prior written consent of the Security Agent]¹

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

¹ To be deleted in respect of the General Account

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to us

Yours faithfully,

..
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To Deutsche Bank AG London Branch

Copy [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] 2014 between []
and Deutsche Bank AG London Branch (the Security Agreement)**

We confirm receipt from [] (the Chargor) of a notice dated [] 2014 of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of its account with us (Account no [], sort code []) (the **Restricted Account**) and the debt represented by it

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Restricted Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Restricted Account, and
- (d) [will not permit any amount to be withdrawn from the Restricted Account without your prior written consent]²

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)

[Account Bank]

² To be deleted in respect of the General Account

PART 2

Acknowledgement of Counterparty

To Deutsche Bank AG London Branch as Security Agent

Copy [Chargor]

[Date]

Dear Sirs,

We confirm receipt from [] (the **Chargor**) of a notice dated [] of an assignment on the terms of the Security Agreement dated [] 2014 of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**)

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that notice

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

...

(Authorised signatory)

[Counterparty]

SIGNATORIES

Chargors

EXECUTED AS A DEED by)
INTU FINANCE MH LIMITED)
acting by)

PETER WELR

Director

In the presence of

Witness's signature

Name CHARMAINE YEDH

Address

EXECUTED AS A DEED by)
INTU MERRY HILL LIMITED)
acting by)

Director

In the presence of

Witness's signature

Name

Address

SIGNATORIES

Chargors

EXECUTED AS A DEED by)
INTU FINANCE MH LIMITED)
acting by)

Director

In the presence of

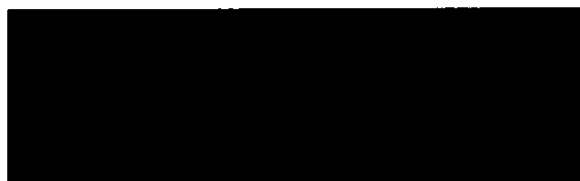
Witness's signature .

Name

Address

EXECUTED AS A DEED by)
INTU MERRY HILL LIMITED)
acting by)

Susan Mary Jane Ford



Director

In the presence of

Witness's signature [Redacted]

Name WILLIE MAGUIRE

Address [Redacted]

EXECUTED AS A DEED by)
INTU MERRY HILL 2 LIMITED)
acting by)

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name *WILLIE MARQUEE*

Address

EXECUTED AS A DEED by)
WESTFIELD MH PHASE 1 LIMITED)
acting by)

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by)
WESTFIELD MH GROUP LIMITED)
acting by)

Director

In the presence of.

Witness's signature

Name

Address

EXECUTED AS A DEED by)
WESTFIELD MH ACQUISITIONS LIMITED)
acting by)

EXECUTED AS A DEED by)
INTU MERRY HILL 2 LIMITED)
acting by)

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by)
WESTFIELD MH PHASE 1 LIMITED)
acting by)

HUGH FORD

Director

In the presence of

Witness's signature

Name ADITI MITTAL

Address

EXECUTED AS A DEED by)
WESTFIELD MH GROUP LIMITED)
acting by)

HUGH FORD

Director

In the presence of

Witness's signature

Name ADITI MITTAL

Address

EXECUTED AS A DEED by)
WESTFIELD MH ACQUISITIONS LIMITED)
acting by)

HUGH FORD

Director

In the presence of

Witness's signature

Name

ADITI MITTAL

Address

EXECUTED AS A DEED by)
WESTFIELD MH HOLDINGS LIMITED)
acting by)

HUGH FORD

Director

In the presence of

Witness's signature

Name

ADITI MITTAL

Address

EXECUTED AS A DEED by)
CROSSMANE LIMITED)
acting by)

HUGH FORD

Director

In the presence of

Witness's signature

Name

ADITI MITTAL

Address

EXECUTED AS A DEED by)
WESTFIELD MH INVESTMENTS LIMITED)
acting by)

HUGH FORD

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by
WESTFIELD MH WATERFRONT LIMITED
acting by

HUGH FORD

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by
CABLE PLAZA LIMITED
acting by

HUGH FORD

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by
MERRY HILL TRUSTEE NO.1 LIMITED
in its capacity as trustee of Intu MH (No 1) Jersey Unit Trust
acting by

Director

In the presence of

In the presence of

Witness's signature.

Name

Address

EXECUTED AS A DEED by)
WESTFIELD MH WATERFRONT LIMITED)
acting by)

Director

In the presence of

Witness's signature ..

Name .

Address

EXECUTED AS A DEED by)
CABLE PLAZA LIMITED)
acting by)

Director

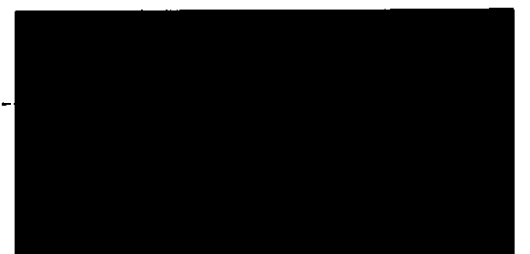
In the presence of

Witness's signature

Name

Address.

EXECUTED AS A DEED by -)-
MERRY HILL TRUSTEE NO.1 LIMITED)
in its capacity as trustee of Intu MH (No 1) Jersey Unit Trust)
acting by)
Susan Mary Jane Ford



Director

In the presence of

Witness's signature

Name

WILLIE MAQUIRE

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.2 LIMITED

in its capacity as trustee of Intu MH (No 1) Jersey Unit Trust)

acting by)

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

WILLIE MAQUIRE

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.1 LIMITED

in its capacity as trustee of Intu MH (No 2) Jersey Unit Trust)

acting by)

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

WILLIE MAQUIRE

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.2 LIMITED

in its capacity as trustee of Intu MH (No 2) Jersey Unit Trust

acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.1 LIMITED

in its capacity as trustee of Intu MH (No 3) Jersey Unit Trust

acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.2 LIMITED

in its capacity as trustee of Intu MH (No 3) Jersey Unit Trust

acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by
MERRY HILL TRUSTEE NO.1 LIMITED
in its capacity as trustee of Intu MH (No 4) Jersey Unit Trust
acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by
MERRY HILL TRUSTEE NO.2 LIMITED
in its capacity as trustee of Intu MH (No 4) Jersey Unit Trust

acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

Address:

EXECUTED AS A DEED by
MERRY HILL TRUSTEE NO.1 LIMITED
in its capacity as trustee of Intu MH (No 5) Jersey Unit Trust
acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

WYLLIE MAGUIRE

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.2 LIMITED

in its capacity as trustee of Intu MH (No 5) Jersey Unit Trust
acting by

Susan Mary Jane Ford

Director

In the presence of:

Witness's signature

Name

WYLLIE MAGUIRE

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.1 LIMITED

in its capacity as trustee of Intu MH (No 6) Jersey Unit Trust
acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.2 LIMITED

in its capacity as trustee of Intu MH (No 6) Jersey Unit Trust

acting by **Susan Mary Jane Ford**

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO 1 LIMITED

in its capacity as trustee of Intu MH (No 7) Jersey Unit Trust

acting by **Susan Mary Jane Ford**

Director

In the presence of.

Witness's signature

Name

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.2 LIMITED

in its capacity as trustee of Intu MH (No 7) Jersey Unit Trust

acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name WYLIE MAGUIRE

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.1 LIMITED

in its capacity as trustee of Intu MH (No 8) Jersey Unit Trust

acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name WYLIE MAGUIRE

Address

EXECUTED AS A DEED by

MERRY HILL TRUSTEE NO.2 LIMITED

in its capacity as trustee of Intu MH (No 8) Jersey Unit Trust

acting by

Susan Mary Jane Ford

Director

In the presence of

Witness's signature

Name

KYLE MACAULIE

Address

Security Agent

DEUTSCHE BANK AG LONDON BRANCH

By

EXECUTED AS A DEED by)

MERRY HILL TRUSTEE NO 2 LIMITED

in its capacity as trustee of Intu MH (No 8) Jersey Unit Trust)

acting by)

Director

In the presence of

Witness's signature

Name

Address

Security Agent

DEUTSCHE BANK AG LONDON BRANCH

By



DAVID BUTLER
DIRECTOR

CLIVE BULL
DIRECTOR