



Registration of a Charge

Company Name: **VICTORIA CENTRE NOTTINGHAM LIMITED**

Company Number: **03229523**



Received for filing in Electronic Format on the: **20/07/2021**

XA95EXA2

Details of Charge

Date of creation: **16/07/2021**

Charge code: **0322 9523 0003**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

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: **LINKLATERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3229523

Charge code: 0322 9523 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2021 and created by VICTORIA CENTRE NOTTINGHAM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2021 .

Given at Companies House, Cardiff on 21st July 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated 16 July 2021

SGS FINANCE PLC
AS ISSUER

SGS FINCO LIMITED
AS FINCO

SGS 2020 LIMITED
AS SGS SPV

SGS HOLDCO LIMITED
AS SGS HOLDCO

LAKESIDE CENTRE LIMITED
WATFORD CENTRE LIMITED
BRAEHEAD GLASGOW LIMITED
BRAEHEAD PARK INVESTMENTS LIMITED
VCP NOMINEES NO. 1 LIMITED
VCP NOMINEES NO. 2 LIMITED
THE VICTORIA CENTRE PARTNERSHIP
WRP MANAGEMENT LIMITED
AS PROPCOS

VICTORIA CENTRE NOTTINGHAM LIMITED
VCP (GP) LIMITED
AS VICTORIA OBLIGORS

FINCO, SGS SPV, SGS HOLDCO, THE PROPCOS AND THE VICTORIA OBLIGORS
AS INITIAL OBLIGORS

and

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
AS OBLIGOR SECURITY TRUSTEE

SUPPLEMENTAL OBLIGOR FLOATING CHARGE AGREEMENT

OBLIGOR FLOATING CHARGE AGREEMENT

Linklaters

Ref: L-301994

Linklaters LLP

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



19 July 2021

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This Deed is made on 16 July 2021 **between:**

- (1) **SGS FINANCE PLC (formerly known as INTU (SGS) FINANCE PLC)**, a company incorporated in England and Wales having its registered office at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (registered number 08351883) in its capacity as note issuer pursuant to the Note Trust Deed (the "**Issuer**").
- (2) **SGS FINCO LIMITED (formerly known as INTU (SGS) FINCO LIMITED)**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 08355746) ("**FinCo**");
- (3) **SGS 2020 LIMITED (formerly known as INTU (SGS) LIMITED)**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 08355675) ("**SGS SPV**");
- (4) **SGS HOLDCO LIMITED (formerly known as INTU (SGS) HOLDCO LIMITED)**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 08354703) ("**SGS HoldCo**");
- (5) **LAKESIDE CENTRE LIMITED (formerly known as INTU LAKESIDE LIMITED)**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 04144192) ("**Lakeside Co**");
- (6) **WATFORD CENTRE LIMITED (formerly known as INTU WATFORD LIMITED)**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 05389482) ("**Watford Co**");
- (7) **BRAEHEAD GLASGOW LIMITED**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 02725146) ("**Braehead Co 1**");
- (8) **BRAEHEAD PARK INVESTMENTS LIMITED**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 02722888) ("**Braehead Co 2**" and, together with Braehead Co 1, the "**Braehead Cos**");
- (9) **VICTORIA CENTRE NOTTINGHAM LIMITED (formerly known as INTU VICTORIA LIMITED)**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 03229523) ("**Investments Co**");
- (10) **VCP (GP) LIMITED**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 04531121) ("**Victoria Centre Co 1**");
- (11) **VCP (GP) LIMITED**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 04531121) in its capacity as general partner of the limited partnership carrying on business under the name of **THE VICTORIA CENTRE PARTNERSHIP** (registered in England and

Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP004172) (the "**Partnership**");

- (12) **VCP NOMINEES NO. 1 LIMITED**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 04707162) ("**Victoria Centre Co 3**");
- (13) **VCP NOMINEES NO. 2 LIMITED**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 04707160) ("**Victoria Centre Co 4**" and, together with Victoria Centre Co 1, the Partnership, Victoria Centre Co 3 and Investments Co, the "**Victoria Centre Cos**"); and
- (14) **WRP MANAGEMENT LIMITED**, a company incorporated in England and Wales with its registered office at 5 Churchill Place, 10th Floor, London, England, E14 5HU (registered number 04104513) ("**Charter Place Co**");

(Parties (2) to (14) inclusive are together the "**Initial Obligors**" and each an "**Initial Obligor**", and Lakeside Co, Watford Co, the Braehead Cos, Victoria Centre Co 3, Victoria Centre Co 4, the Partnership acting through Victoria Centre Co 1 as its general partner and Charter Place Co, together the "**PropCos**" and each a "**PropCo**"); and

- (15) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, a company incorporated in England and Wales with its registered office at 8 Canada Square, London E14 5HQ (registered number 06447555) in its capacity as security trustee for the Secured Participants (the "**Obligor Security Trustee**", which expression shall include all persons acting as the Obligor Security Trustee or security trustees under the Obligor Security Documents) on the terms set out in the STID,

together the "**Parties**".

Introduction:

- (A) The Obligors entered into an obligor floating charge agreement dated 19 March 2013 for the purposes of securing FinCo's obligations in respect of the ICL Loans (the "**Obligor Floating Charge Agreement**"). Each New Money Facility Provider and the New Money Facility Agent have become party to the Obligor Floating Charge Agreement as an Additional Secured Participant with respect to the New Money Facility and the New Money Facility Agreement pursuant to an accession memorandum to the CTA and the STID.
- (B) The Obligors now agree to secure FinCo's obligations in respect of the ICL Loans by granting supplemental security in favour of the Obligor Security Trustee (on behalf of the Issuer) under this Deed.
- (C) The Issuer has agreed to make deferred loans to all Obligors in consideration of such Obligors executing or acceding to this Deed.
- (D) The Finance Documents have been amended and restated by a master amendment agreement between, among others, the Obligors and the Obligor Security Trustee dated on or about the date of this Deed (the "**Master Amendment Agreement**").
- (E) The Obligors and the Obligor Security Trustee are of the opinion that the Security created by the Obligors under the Obligor Floating Charge Agreement constitutes effective Security in respect of the Obligor Secured Liabilities Secured Obligations (as defined below) but consider it prudent to enter into this Deed in case it does not.

- (F) The Obligors shall, in addition to securing sums owing in respect of the ICL Loans, secure their own obligations in respect of the loans referred to in recital (C) above, by executing or acceding to this Deed.
- (G) It is intended by the Parties that this Deed takes effect as a deed.

This Deed Witnesses as follows:

1 Definitions and Interpretation

1.1 Definitions

Unless otherwise defined in this Deed or the context otherwise requires, words used in this Deed have the meanings ascribed to them in the Obligor Floating Charge Agreement and the master definitions agreement dated 19 March 2013 (as amended and restated on or about the date of this Deed and as may be amended and supplemented from time to time) between, among others, the Parties to this Deed (the “**Master Definitions Agreement**”). In addition:

“**Supplemental Issuer Deed of Charge**” means the supplemental issuer deed of charge dated on or about the date hereof between, among others, the Issuer and the Issuer Security Trustee; and

“**Supplemental Obligor Deed of Charge**” means the supplemental obligor deed of charge dated on or about the date hereof between, among others, the Issuer, FinCo and the Obligor Security Trustee.

1.2 Construction and Interpretation

1.2.1 This Deed will have expressly and specifically incorporated into it the Principles of Construction set out in the Master Definitions Agreement as though they were set out in full in this Deed. In the event of any conflict between the provisions of this Deed and the Principles of Construction, the provisions of this Deed will prevail.

1.2.2 This Deed shall have expressly and specifically incorporated into it the Common Provisions set out in the Master Definitions Agreement as though they were set out in full in this Deed. If there is any conflict between this Deed and the Master Definitions Agreement, this Deed shall prevail.

1.3 Conflicts:

1.3.1 CTA

The terms of the CTA apply to this Deed, where applicable, and, if there is a conflict between the CTA and this Deed, the provisions of the CTA will prevail.

1.3.2 STID

This Deed is entered into subject to, and without prejudice to, the STID and, to the extent that any provision of this Deed is inconsistent with the STID, the STID will prevail. Without limitation, the provisions of the STID including clauses 24 (*Activities of the Obligor Security Trustee*), 25 (*Remuneration and Indemnification of the Obligor Security Trustee*) and 28 (*Information and Access*) apply to this Deed and the Obligor Security Trustee is entitled to the protections therein.

1.3.3 Obligor Floating Charge Agreement

Clauses 6 (*Modification, Waiver and Consent*), 7 (*Crystallisation of the OFCA Floating Security*), 9 (*Appointment of Administrative Receiver*), 10 (*Powers of Receiver*), 11 (*Priorities of Payments*), 12 (*Waiver of Claims*), 13 (*Successors*), 14 (*Assignment*), 15 (*Protection of Third Parties*), 17 (*Effectiveness of Security*), 18 (*Subsequent Security Interests*), 19 (*Stamp Duty*), 20 (*Third Party Rights*), 21 (*Notices*), 22 (*Counterparts*), and 23 (*Accession and Release*) of the Obligor Floating Charge Agreement shall apply, *mutatis mutandis*, to this Deed as if set out in full in this Deed, and the Obligor Security Trustee is entitled to the protections therein. Save for the provisions of the Obligor Deed of Charge referenced in this Clause 1.3.3, to the extent that any provision of this Deed is inconsistent with the provisions of the Obligor Floating Charge Agreement as listed above, this Deed will prevail.

2 Loan and Payment of Secured Obligations

2.1 Loan

On the date any Obligor executes this Deed or an OFCA Deed of Accession, the Issuer shall lend to such an Obligor the sum of £100 (each, an “**OFCA Loan**”) in consideration of such execution or accession (and such Obligor will acknowledge receipt of such sum by signing a receipt substantially in the form of Schedule 2 (*Form of Receipt*)). The loan so made shall not bear interest and shall be deferred as to its repayment until such Obligor is under no actual or contingent liability under its Guarantee, the Obligor Deed of Charge, the Supplemental Obligor Deed of Charge, the Obligor Floating Charge Agreement and this Deed (other than the repayment of such loan).

2.2 Covenant to Pay and Discharge

Each Obligor (jointly and severally with each other Obligor) covenants with the Obligor Security Trustee that it shall duly, unconditionally and punctually pay and discharge to the Obligor Security Trustee when due all monies and liabilities constituting the OFCA Secured Liabilities in the manner provided in the relevant Finance Document and indemnify the Obligor Security Trustee against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the OFCA Secured Liabilities in accordance with their respective terms provided that neither such covenant nor the security created under this Deed will extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Interest on Demands

If any Obligor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue (at the rate payable immediately prior to the due date) on the overdue amount (both before and after judgment) from time to time from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full, save to the extent that default interest on such amount for such period is charged pursuant to the relevant Finance Document and itself constitutes an OFCA Secured Liability.

3 OFCA Floating Security

3.1 Floating Charge

Each Obligor as security for the payment of all OFCA Secured Liabilities (whether of that or any other Obligor) charges with full title guarantee in favour of the Obligor Security Trustee (as trustee for the Issuer) by way of a first floating charge over all present and future assets and undertaking of such Obligor.

3.2 Points of priority for the OFCA Floating Security and the Obligor Deed of Charge Floating Security

3.2.1 The OFCA Floating Security created by Clause 3.1 (*Floating Charge*) shall rank equally in point of priority with the Obligor Deed of Charge Floating Security created under clause 3.3 of the Supplemental Obligor Deed of Charge and neither of them shall have priority over the other.

3.2.2 The OFCA Floating Security created by Clause 3.1 (*Floating Charge*) shall be deferred in point of priority to all Obligor Fixed Security validly and effectively created by the Obligors under the Obligor Security Documents (including for the avoidance of doubt both the Obligor Deed of Charge and the Supplemental Obligor Deed of Charge) in favour of the Obligor Security Trustee (as trustee for the Secured Participants) as security for the Obligor Secured Liabilities.

3.2.3 Each party to this Deed acknowledges that the OFCA Floating Security created pursuant to this Deed ranks equally with the Obligor Deed of Charge Floating Security created under clause 3.3 of the Supplemental Obligor Deed of Charge.

3.2.4 Where this Deed purports to create a charge, that charge will be in all cases a first ranking Security Interest, save to the extent the relevant Charged Property is subject to Security Interests created by the Obligor Floating Charge Agreement, in which case that charge will be a second ranking Security Interest subject to the equivalent Security Interest created by the Obligor Floating Charge Agreement until such time as the Security Interest created by the Obligor Floating Charge Agreement ceases to have effect.

3.3 Floating Security – Insolvency Act

Paragraph 14 of Schedule B1 of the Insolvency Act applies to the floating charge created pursuant to Clause 3.1 (*Floating Charge*).

3.4 Confirmations

3.4.1 Each Obligor confirms that all of the Security Interest created under this Deed:

- (i) is created in case the Security Interest created by the Obligor Floating Charge Agreement does not secure all of the Obligor Secured Liabilities; and
- (ii) is created in addition to and does not affect the Security Interest created by the Obligor Floating Charge Agreement;

3.4.2 notwithstanding: (i) the Amended Finance Documents (as defined in the Master Amendment Agreement); and (ii) the execution of this Deed, the Security Interests created under the Obligor Floating Charge Agreement and the Obligor Floating Charge Agreement itself continue in full force and effect on the terms of the Obligor

Floating Charge Agreement and continue to secure its Obligor Secured Liabilities under the Finance Documents.

4 Acknowledgement in Favour of the Issuer Trustee

Each of the Obligors and the Obligor Security Trustee acknowledges that under the terms of the Supplemental Issuer Deed of Charge the Issuer has assigned (by way of security, subject to reassignment on redemption) all its rights, title and interest that it has in this Deed and the OFCA Floating Security to the Issuer Trustee to hold on trust and as security for itself and the Issuer Secured Participants. The Issuer hereby gives notice to each of the Obligors and the Obligor Security Trustee of the assignment to the Issuer Trustee of all of the rights, title and interest of the Issuer (including any beneficial interest) under this Deed and the OFCA Floating Security. Each of the Obligors and the Obligor Trustee acknowledges that it has notice that the Issuer has assigned all its rights, title and interest (including any beneficial interest) under this Deed and the OFCA Floating Security to the Issuer Trustee to hold on trust and as security for itself and the Issuer Secured Participant.

5 Release of Security

5.1 Upon Full Discharge

Upon written confirmation to the Obligor Security Trustee from the Issuer that the OFCA Secured Liabilities have been discharged in full and the Issuer is not under any further actual or contingent obligation to make advances or provide other financial accommodation to any Obligor or any other person under any of the Finance Documents, the Obligor Security Trustee shall, at the request and cost of the Obligors, as soon as reasonably practicable following such a request, release the OFCA Floating Security, subject to Clause 5.3 (*Avoidance of Payments*) and without recourse to or warranty by the Obligor Security Trustee or any of its nominees.

5.2 Confirmation of Non-crystallisation of OFCA Floating Security

Prior to the delivery of an Obligor Enforcement Notice, in respect of any Charged Property, an Obligor may request, and the Obligor Security Trustee shall, upon such request, at the cost of such Obligor, and without recourse, representation or warranty, promptly give a confirmation that the OFCA Floating Security has not been crystallised by the Obligor Security Trustee.

5.3 Avoidance of Payments

If the Obligor Security Trustee considers that any amount paid or credited to it is likely to be avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Obligor under this Deed and the security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

5.4 Partial Release of Charged Property: On the making, at any time, by any Obligor of a Permitted Disposal in accordance with clause 10 (*Disposals*) of part 3 (*General Covenants*) of schedule 2 (*Covenants*) of the CTA, the Obligor Security Trustee shall, upon due execution of such further documents as shall be necessary to give effect to the foregoing and if so requested by and at the sole cost and expense of the relevant Obligor, as the case may be, but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned by so acting upon such request, release, reassign, retrocess or discharge from the Security Interests constituted by or pursuant to this Deed the relevant

assets or property which are the subject of the relevant Permitted Disposal in accordance with clause 10 (*Disposals*) of part 3 (*General Covenants*) of schedule 2 (*Covenants*) of the CTA.

6 Enforceability of OFCA Floating Security

6.1 Security Enforceable

The OFCA Floating Security shall become enforceable:

- 6.1.1** following the delivery of an Obligor Enforcement Notice; or
- 6.1.2** on the occurrence of an Administrative Event.

6.2 Consultation on Dealings

Any Administrative Receiver appointed pursuant to this Agreement, in respect of any assets over which it is so appointed, shall consult with the Obligor Security Trustee and, if necessary, request the release of such assets from the Obligor Deed of Charge Floating Security.

6.3 No Liability as Mortgagee in Possession

Without prejudice to indemnities given in favour of the Obligor Security Trustee under the Finance Documents, to the extent permitted by law, neither of the Obligor Security Trustee, nor any Administrative Receiver appointed pursuant hereto shall be liable to account as a mortgagee or heritable creditor in possession (or its equivalent in any other applicable jurisdiction) in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or heritable creditor in possession (or its equivalent in any other applicable jurisdiction) might otherwise be liable except to the extent specified in the Finance Documents.

7 Appointment of Administrative Receiver

7.1 Appointment Following Enforcement

At any time after the OFCA Floating Security becomes enforceable pursuant to Clause 6.1 (*Security Enforceable*) the Obligor Security Trustee may appoint such person or persons as it thinks fit to be an Administrative Receiver(s) of the whole or any part of the Charged Property held by any Obligor.

7.2 Appointment – Administration

If the OFCA Floating Security becomes enforceable against an Obligor pursuant to Clause 6.1.2 (*Security Enforceable*), the Obligor Security Trustee shall be obliged to appoint such person or persons as it thinks fit to be an Administrative Receiver(s) of the whole or any part of the Charged Property held by such Obligor, such appointment to take effect upon the final day by which the appointment must be made in order to prevent an administration from proceeding or (where an Obligor or the directors of an Obligor have initiated the administration) not later than that final day.

7.3 Identity of Administrative Receiver and Receiver

- (a) If at any time before the appointment of an Administrative Receiver pursuant to Clause 7.1 (*Appointment Following Enforcement*) or Clause 7.2 (*Appointment –*

Administration) a Receiver has been appointed by the Obligor Security Trustee pursuant to either the Obligor Deed of Charge or the Supplemental Obligor Deed of Charge then the Obligor Security Trustee shall appoint the same person to be the Administrative Receiver of the Charged Property under this Supplemental Obligor Floating Charge Agreement.

- (b) If, however, at any time a Receiver is to be appointed under either the Obligor Deed of Charge or the Supplemental Obligor Deed of Charge following the appointment of an Administrative Receiver pursuant to Clause 7.1 (*Appointment Following Enforcement*) or Clause 7.2 (*Appointment – Administration*), then the Obligor Security Trustee shall appoint the person appointed as Administrative Receiver under this Supplemental Obligor Floating Charge Agreement to be the Receiver of the Charged Property under the Obligor Deed of Charge.

8 Power of Attorney

8.1 Appointment of Attorney and Purposes of Appointment

Each Obligor appoints the Obligor Security Trustee and any Administrative Receiver jointly and severally to be its attorneys (the “**Attorneys**”) for the following purposes in the name of each Obligor on its behalf and as its act and deed at any time following the occurrence of an Obligor Enforcement Notice:

- 8.1.1** to exercise the rights, powers and discretions of each Obligor, in respect of the relevant Finance Documents and each contract, agreement, deed and document, present and future, to which each Obligor is or may become a party;
- 8.1.2** to demand, sue for and receive all monies due or payable under or in respect of the relevant Finance Documents and each contract, agreement, deed and document, present and future, to which each Obligor is or may become a party;
- 8.1.3** to do every act or thing which the Attorneys may deem to be necessary, proper and expedient for fully and effectually vesting, transferring or assigning the Charged Property or any part thereof and/or the estate, right, title, benefit and/or interest therein or thereto of each Obligor in or to the Attorneys and their successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as each Obligor could have done;
- 8.1.4** upon payment of such monies or any part thereof to give good receipt and discharge for the same and to execute such receipts, releases, discharges, surrenders, instruments and deeds as may be requisite or advisable; and
- 8.1.5** to execute, deliver and perfect all documents and do all things that the Attorneys may consider to be necessary for (a) carrying out any obligations imposed on each Obligor under this Deed or (b) exercising any of the rights conferred on the Attorneys by this Deed or by law including, after any part of the Charged Property has become enforceable, the exercise of any right of a legal or a beneficial owner of the Charged Property.

8.2 Indemnity in Favour of Attorneys

Each Obligor irrevocably and unconditionally undertakes to indemnify the Attorneys and any substitute appointed from time to time by the Attorneys and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description

arising from the proper exercise, or the proper purported exercise, of any of the powers conferred by the power of attorney created by this Clause 8 (*Power of Attorney*) provided that each Obligor shall not be obliged to indemnify the Attorneys, or as the case may be, such substitute for any loss which arises as a result of the Attorneys or such substitute's negligence, fraud and wilful default.

8.3 Substitution

Each of the Attorneys may appoint one or more persons to act as substitute or substitutes in its place for all or any of the purposes referred to in the power of attorney created by this Clause 8 (*Power of Attorney*) and may revoke any such appointment at any time.

8.4 Delegation

Each of the Attorneys may delegate to one or more person all or any of the powers referred to in Clause 8.1 (*Appointment of Attorney and Purposes of Appointment*) on such terms as it thinks fit and may revoke any such delegation at any time.

8.5 Ratification

Each Obligor undertakes to ratify whatever the Attorneys or either of them individually may lawfully do or cause to be done under the authority or purported authority of the power of attorney created by this Clause 8 (*Power of Attorney*).

8.6 Security

The power of attorney created by this Clause 8 (*Power of Attorney*) is given irrevocably by way of security to secure the payment of the OFCA Secured Liabilities.

8.7 No Revocation

For so long as the OFCA Secured Liabilities remain undischarged, the power of attorney created by this Clause 8 (*Power of Attorney*) shall not be revoked:

8.7.1 by any Obligor without the consent of each of the Attorneys; or

8.7.2 if any Obligor has an Insolvency Event.

9 Governing Law and Jurisdiction

9.1 Governing Law

This Deed and all matters arising from or connected with it shall be governed by English law.

9.2 Jurisdiction

Clause 44.2 (*Jurisdiction*) of the STID shall apply to this Deed and shall be binding on the parties to this Deed as if set out in full in this Deed.

This Deed has been executed as a deed on the date specified above.

Schedule 1

Form of OFCA Deed of Accession

This OFCA Deed of Accession is made as a deed on [•] between:

- (1) [Name of New Obligor] (the "**Company**"), a company incorporated in [jurisdiction] with registered office at [address];
- (2) Each of the companies named as Obligor in the Obligor Floating Charge Agreement referred to below (the "**Obligors**");
- (3) HSBC Corporate Trustee Company (UK) Limited as the Obligor Security Trustee (the "**Obligor Security Trustee**"); and
- (4) Intu (SGS) Finance plc as the Issuer (the "**Issuer**").

WHEREAS:

- (A) The Company is [describe relationship] of [name of Obligor].
- (B) The Obligors have entered into a floating charge agreement dated [•] (as supplemented and amended by any OFCA Deed of Accession or otherwise from time to time, the "**Supplemental Obligor Floating Charge Agreement**") between the Obligors, the Obligor Security Trustee and the Issuer.
- (C) The Company has at the request of the Obligors and in consideration of the Secured Participants making or continuing to make facilities available to the Obligors or any other member of the Security Group and after giving due consideration to the terms and conditions of the Finance Documents and the Supplemental Obligor Floating Charge Agreement and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become an Obligor under the Supplemental Obligor Floating Charge Agreement.

This Deed witnesses and it is declared as follows:

1 Definitions

Terms defined in the Supplemental Obligor Floating Charge Agreement shall have the same meaning in this Deed.

2 Accession

- 2.1** The Company hereby agrees to become a party to and to be bound by the terms of the Supplemental Obligor Floating Charge Agreement as an Obligor with immediate effect and so that the Supplemental Obligor Floating Charge Agreement shall be read and construed for all purposes as if the Company had been an original party thereto in the capacity of Obligor (but so that the security created consequent on such accession shall be created on the date hereof). The Company hereby undertakes to be bound by all the covenants and agreements in the Supplemental Obligor Floating Charge Agreement which are expressed to be binding on an Obligor. In accordance with the foregoing, the Company now grants to the Obligor Security Trustee the charge described in the Supplemental Obligor Floating Charge Agreement as being granted, created or made by Obligors thereunder, to the intent that its charge shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Supplemental Obligor Floating Charge Agreement or of

any other party's execution thereof or any other OFCA Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Supplemental Obligor Floating Charge Agreement or in any other OFCA Deed of Accession. The Supplemental Obligor Floating Charge Agreement and this Deed shall be read as one to this extent and so that references in the Supplemental Obligor Floating Charge Agreement to "this Deed", "herein", and similar phrases shall be deemed to include this Deed. The Obligors hereby agree to all matters provided for herein.

2.3 Without limiting the generality of the other provisions of this Deed and the Supplemental Obligor Floating Charge Agreement, pursuant to the terms hereof and of the Supplemental Obligor Floating Charge Agreement, the Company hereby as security for the payment of all OFCA Secured Liabilities (whether of that or any other Obligor) charges with full title guarantee (save for the Security Interests created under the Obligor Floating Charge Agreement) in favour of the Obligor Security Trustee (as trustee for the Issuer) by way of a floating charge over all present and future assets and undertakings of the Company. The OFCA Floating Security created by this paragraph shall (a) rank equally in point of priority with the Obligor Deed of Charge Floating Security and neither of them shall have priority over the other, and (b) be deferred in point of priority to all Obligor Fixed Security validly and effectively created by the Company under the Obligor Security Documents in favour of the Obligor Security Trustee (as trustee for itself and on behalf of the other Secured Participants) as security for the Obligor Secured Liabilities. Paragraph 14 of Schedule B1 of the Insolvency Act applies to the floating charge created pursuant to this paragraph.

2.4 Without limiting the generality of the other provisions of this Deed and the Supplemental Obligor Floating Charge Agreement, where this Deed and the Supplemental Obligor Floating Charge Agreement purports to create a charge, that charge will, to the extent the relevant Charged Property is subject to Security Interests created by the Obligor Floating Charge Agreement, be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Obligor Floating Charge Agreement until such time as the Security Interest created by the Obligor Floating Charge Agreement ceases to have effect.

3 Governing Law

This Deed and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and is delivered on the date written at the start of this Deed.

[Signature page of the Deed of Accession]

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

EXECUTED as a **DEED** by

[THE COMPANY]

By:

.....
Director

By:

.....
Secretary

The Obligors

[insert a signature block for each Obligor]

The Obligor Security Trustee

EXECUTED as a **DEED** by

_____ the duly

authorised attorney of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

in the presence of:

Witness's signature _____

Name:

Address:

Occupation:

The Issuer

EXECUTED as a **DEED** by

SGS FINANCE PLC

By:

.....
Director

By:

.....
Secretary

Schedule 2
Form of Receipt

From: Each of the companies named as Obligor in the Supplemental Obligor Floating Charge Agreement referred to below (the "**Obligors**")

To: SGS Finance plc (the "**Issuer**")

Dear Sirs,

We refer to the floating charge agreement dated [●] 2013 between, among others, the Obligors, the Obligor Security Trustee and the Issuer (as supplemented and amended by any OFCA Deed of Accession or otherwise from time to time, the "**Supplemental Obligor Floating Charge Agreement**"). Terms defined in the Supplemental Obligor Floating Charge Agreement shall have the same meaning herein. Each of the Obligors acknowledges receipt from the Issuer of the sum of £100 being the loan made pursuant to Clause 2.1 (*Loan*) of the Supplemental Obligor Floating Charge Agreement.

By:

for and on behalf of

[●]

[insert signature block for each Obligor]

Execution Pages

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

The Issuer

EXECUTED as a **DEED** on behalf of
SGS FINANCE PLC acting by two directors being
Intertrust Directors 1 Limited and Intertrust Directors 2 Limited

By: 

Name: per pro Intertrust Directors 1 Limited

By: 

Name: per pro Intertrust Directors 2 Limited

FinCo

EXECUTED as a DEED on behalf of
SGS FINCO LIMITED

[REDACTED]

Name: NEIL ROBSON
Director

in the presence of:

Witness's signature

[REDACTED]

Name: NAFESA BUKHARI
Address: 1 SILK STREET, LONDON, EC2Y 8HQ
Occupation: TRAINEE SOLICITOR

SGS SPV

EXECUTED as a DEED on behalf of
SGS 2020 LIMITED

[REDACTED]

Name: NEIL ROBSON
Director

in the presence of:

Witness's signature

[REDACTED]

Name: NAFESA BUKHARI
Address: 1 SILK STREET, LONDON, EC2Y 8HQ
Occupation: TRAINEE SOLICITOR

SGS Holdco

EXECUTED as a DEED on behalf of
SGS HOLDCO LIMITED

[REDACTED]

Name: NEIL ROBSON
Director

in the presence of:

Witness's signature [REDACTED]

Name: NAFESA BUKHARI
Address: 1 SILK STREET, LONDON, EC2Y 8HQ
Occupation: TRAINEE SOLICITOR

Braehead Co 1

EXECUTED as a DEED on behalf of
BRAEHEAD GLASGOW LIMITED

[Redacted]

Name: NEIL ROBSON
Director

in the presence of:

[Redacted]

Witness's signature _____

Name: NICOLA LEWIS
Address: 1 SILK STREET LONDON EC2Y 8HQ
Occupation: CHARTERED LEGAL EXECUTIVE

Lakeside Co

EXECUTED as a DEED on behalf of
LAKESIDE CENTRE LIMITED

[REDACTED]

Name: NEIL ROBSON
Director

in the presence of:

[REDACTED]

Witness's signature _____

Name: NICOLA LEWIS
Address: 1 SILK STREET LONDON EC2Y 8HD
Occupation: CHARTERED LEGAL EXECUTIVE

Braehead Co 2

EXECUTED as a DEED on behalf of
BRAEHEAD PARK INVESTMENTS LIMITED



Name: NEIL ROSSON
Director

in the presence of:

Witness's signature _____



Name: EMMA CRAWFORD
Address: ONE SILK STREET, LONDON, EC2Y 8HQ
Occupation: SOLICITOR

Investments Co

EXECUTED as a **DEED** on behalf of
VICTORIA CENTRE NOTTINGHAM LIMITED

[Redacted Signature]

Name: **NEIL ROBSON**
Director

in the presence of:

Witness's signature [Redacted Signature]

Name: **EMMA CRAWFORD**
Address: **ONE SILK STREET, LONDON, EC2Y 8HQ**
Occupation: **SOLICITOR**

Victoria Centre Co 1

EXECUTED as a **DEED** on behalf of
VCP (GP) LIMITED

[Redacted Signature]

Name: **NEIL ROBSON**
Director

in the presence of:

Witness's signature [Redacted Signature]

Name: **NAFELSA BULHARI**
Address: **1 SILK STREET, LONDON, EC2Y 8HQ**
Occupation: **TRAINEE SOLICITOR**

The Partnership

EXECUTED as a **DEED** on behalf of

THE VICTORIA CENTRE PARTNERSHIP acting by its general partner **VCP (GP) LIMITED**

[REDACTED]

Name: **NEIL ROBSON**
Director

in the presence of:

Witness's signature

[REDACTED]

Name: **NAFEESA BUKHARI**

Address: **1 SILK STREET, LONDON, EC2Y 8HQ**

Occupation: **TRAINEE SOLICITOR**

Victoria Centre Co 3

EXECUTED as a **DEED** on behalf of

VCP NOMINEES NO.1 LIMITED

[REDACTED]

Name: **NEIL ROBSON**
Director

in the presence of:

Witness's signature

[REDACTED]

Name: **NAFEESA BUKHARI**

Address: **1 SILK STREET, LONDON, EC2Y 8HQ**

Occupation: **TRAINEE SOLICITOR**

Victoria Centre Co. 4

EXECUTED as a DEED on behalf of
VCP NOMINEES NO. 2 LIMITED

[REDACTED]

Name: NEIL ROBSON
Director

in the presence of:

Witness's signature [REDACTED]

Name: EMMA CLAWFORD
Address: ONE SILK STREET, LONDON, EC2Y 8HQ
Occupation: SOLICITOR

WRP

EXECUTED as a DEED on behalf of
WRP MANAGEMENT LIMITED



Name: NEIL ROBSON
Director

in the presence of:

Witness's signature



Name: ELINA CRAWFORD
Address: ONE SILK STREET, LONDON, EC2Y 8HQ
Occupation: SOLICITOR

Watford Co

EXECUTED as a DEED on behalf of
WATFORD CENTRE LIMITED

[REDACTED]

Name: NEIL ROBSON
Director

in the presence of:

Witness's signature

[REDACTED]

Name: NICOLA LEWIS
Address: 1 SILK STREET LONDON EC2Y 2HQ
Occupation: CHARTERED LEGAL EXECUTIVE

Obligor Security Trustee

EXECUTED as a **DEED** by

_____ the duly
authorised attorney of
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
(in its capacity as Obligor Security Trustee)



Daisuke Takekawa
Authorised Signatory

in the presence of:

Witness's signature _____

Name:

Address:

Carole Bartholomew
c/o

Occupation:

Retired

HSBC Bank Plc
8 Canada Square
London
E14 5HQ