

MR01

Particulars of a charge

130759/13

Laserform

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

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

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

✗ **What this form is NOT for**
You may not use this form to
register a charge where
instrument Use form M

For further information, please
refer to our guidance at

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 the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

WEDNESDAY



A14

A3KYDW7K

19/11/2014

#203

COMPANIES HOUSE

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

1 Company details

Company number 0 3 9 2 0 5 1 2

Company name in full CHAPELFIELD GP LIMITED

For official use

1 3

→ **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 d1 d3 m1 m1 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 HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (and
its successors in title and permitted transferees)

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

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

Brief description

Fixed Security, including Further Property specified in Schedule 1 (Real Property) of the instrument, which includes land and buildings known as Chapelfield Shopping Centre, Chapel Field Road, Norwich with title number NK15632 For more details refer to the instrument
Assignment by way of security all rights present and future over any IP Licence held by the Company For more details please refer to the instrument

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

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☐ Yes

☒ No

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Linklaters LLP

X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name CHAN POOLVORALAKS

Company name LINKLATERS LLP

Address ONE LK STREET

Post town LONDON

County/Region LONDON

Postcode E C 2 Y 8 H Q

Country UNITED KINGDOM

DX 10

Telephone 02074562000



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.

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included a certified copy of the instrument with this form
- ☒ [X] You have entered the date on which the charge was created
- ☒ [X] You have shown the names of persons entitled to the charge
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [X] You have given a description in Section 4, if appropriate
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee
- ☒ [X] Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3920512

Charge code: 0392 0512 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2014 and created by CHAPELFIELD GP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2014

LC

Given at Companies House, Cardiff on 24th November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Signed Linklaters LLP

Dated 17 November 2014

Obligor Deed of Charge Deed of Accession - Chapelfield

THIS OBLIGOR DEED OF CHARGE ACCESSION DEED dated 13 November 2014 is made between

- (1) The Chapelfield Partnership, a limited partnership registered in England and Wales under the Limited Partnerships Act 1907 (and with registration number LP007184), acting by the Chapelfield General Partner (the "**Chapelfield Borrower**"),
- (2) Chapelfield GP Limited, a company incorporated in England and Wales with its registered office at 40 Broadway, London SW1H 0BU (registered number 03920512) in its capacity as general partner of the Chapelfield Borrower (the "**Chapelfield General Partner**"),
- (3) Chapelfield LP Limited, a company incorporated in England and Wales with its registered office at 40 Broadway, London SW1H 0BU (registered number 04090126) in its capacity as limited partner of the Chapelfield Borrower (the "**Chapelfield Limited Partner**"), and
- (4) Chapelfield Nominee Limited, a company incorporated in England and Wales with its registered office at 40 Broadway, London SW1H 0BU (registered number 04373264) (the "**Chapelfield Nominee**" and together with the Chapelfield Borrower, the Chapelfield General Partner and the Chapelfield Limited Partner, the "**Additional Obligors**" and each an "**Additional Obligor**"),
- (5) Each of the companies named as Obligors in the Obligor Deed of Charge referred to below (the "**Obligors**"), and
- (6) HSBC Corporate Trustee Company (UK) Limited as the Obligor Security Trustee (the "**Obligor Security Trustee**")

WHEREAS

- (A) Each Obligor has entered into a deed of charge dated 19 March 2013 as supplemented and amended from time to time (the "**Obligor Deed of Charge**") between, *inter alios*, the Obligors and the Obligor Security Trustee as trustee for itself and on behalf of the other Secured Participants
- (B) Each Obligor has entered into a common terms agreement dated 19 March 2013 and certain Finance Documents pursuant to which, amongst other things, facilities have been made available to Finco
- (C) Each Additional Obligor has at the request of the Obligors and in consideration of the Secured Participants making or continuing to make facilities available to Finco and after giving due consideration to the terms and conditions of the Finance Documents and the Obligor Deed of Charge 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 Obligor Deed of Charge
- (D) Each Additional Obligor will also, by execution of separate instruments, become a party to the STID, the Obligor Floating Charge Agreement, the Master Definitions Agreement and the CTA as an Obligor

This Deed witnesses and it is declared as follows

1 Definitions

Terms defined in or incorporated by reference into the Obligor Deed of Charge shall have the same meaning in this Deed. In addition

"Deed of Accession Floating Security" means the floating charges created by Clause 3.3 (*Floating Charges*),

"Derby Deed of Accession Floating Security" means the floating charges created by the obligor deed of charge accession deed entered into by, *inter alia*, the Derby Obligors and the Obligor Security Trustee on or about the date hereof,

"Security Group Insurances" means the contracts and policies of insurance specified in Schedule 3 hereto (*Security Group Insurances*), and all contracts and policies of insurance of any kind in the future taken out by any Additional Obligor, but excluding any third party liability insurances and any directors and officers insurances,

"Shares" means any stocks or shares owned by an Additional Obligor listed in Schedule 2 hereto (*Shares*) together with all shares owned by an Additional Obligor from time to time,

2 Accession

- 2.1 Each Additional Obligor agrees to become a party to and to be bound by the terms of the Obligor Deed of Charge as an Obligor with immediate effect and so that the Obligor Deed of Charge shall be read and construed for all purposes as if each Additional Obligor 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). Each Additional Obligor hereby undertakes to be bound by all the covenants and agreements in the Obligor Deed of Charge which are expressed to be binding on an Obligor including that

2.1.1 Covenant to Pay and Discharge

each Additional Obligor undertakes to the Obligor Security Trustee (on behalf of itself and as trustee for the other Secured Participants) that it shall duly, unconditionally and punctually pay and discharge the Obligor Secured Liabilities to each of the Secured Participants when due in accordance with the terms of the Finance Documents or, if earlier, under applicable law or, if they do not specify a time for payment, immediately on demand by the Obligor Security Trustee

3 Security

- 3.1 **Fixed Security** Subject to Clause 5 (*Discharge of Security*) of the Obligor Deed of Charge, each Additional Obligor, with full title guarantee and as security for the payment of all the Obligor Secured Liabilities

3.1.1 English Property

- (i) charges in favour of the Obligor Security Trustee by way of a first legal mortgage all of its rights, title and interest from time to time to
 - (a) all of the property belonging to it specified in Schedule 1 hereto (*Real Property*) (the "**Further Property**"), and
 - (b) all estates or interests in any freehold or leasehold property (except any Properties specified in Clause 3.1.1(i)(a) above) now or hereafter belonging to it,

3 1 2 Assets charges in favour of the Obligor Security Trustee by way of a first fixed charge

- (i) (to the extent that they are not the subject of an effective mortgage under paragraph 3 1 1 above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it,
- (ii) all plant and machinery owned by it and its interest in any plant or machinery in its possession,
- (iii) all moneys standing to the credit of any Obligor Account held by it and any other accounts with any bank or financial institution in which it now or in the future has an interest and the debts represented by them,
- (iv) to the extent they are not subject to an effective assignment under Clause 3 1 3 (*Assignment*)) all its rights present and future under any Finance Documents to which it is a party,
- (v) (to the extent they are not subject to an effective assignment under Clause 3 1 3 (*Assignment*)) all its rights present and future under each English Lease Document, subject to Clause 3 6 (*Notice of Assignment of the Assigned Contracts*),
- (vi) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Further Charged Property specified in any other subparagraph in this Clause 3 1 2 and the right to recover and receive all compensation which may be payable to it in respect of them,
- (vii) all Eligible Investments from time to time held by it and all related rights,
- (viii) all the Shares (including any Shares held over any Obligor) held by it and all related rights, and
- (ix) its rights under any agreement relating to the development or refurbishment of a Property,

3 1 3 Assignment assigns absolutely to the Obligor Security Trustee by way of security

- (i) all Income,
- (ii) any guarantee of Income contained in or relating to any English Lease Document, and
- (iii) all its rights present and future under any Finance Document
- (iv) all rights present and future over any IP Licence held by it,
- (v) all its rights, present and future, under any construction warranties, guarantees, covenants and other agreements relating to any construction activities, to the extent legally possible or to the extent permitted by the terms of the relevant contracts (the "**Construction Warranties**"), and
- (vi) all benefits in respect of the Security Group Insurances it is a party to and all claims and returns of premiums in respect of them,

(together the "**Further Charged Property**")

3.2 Miscellaneous

3.2.1 A reference in this Deed to a charge or mortgage of any freehold or leasehold property includes

- (i) all buildings and all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the property (but excluding, for the avoidance of doubt, all trade and other fittings, plant and machinery owned by any tenant) on that property,
- (ii) the proceeds of sale of any part of that property, and
- (iii) the benefit of any covenants for title given or entered into by any predecessor in title of any Additional Obligor in respect of that property or any moneys paid or payable in respect of those covenants

3.3 Floating Charges

3.3.1 Subject to Clause 5 (*Discharge of Security*) of the Obligor Deed of Charge, each Additional Obligor, as security for the payment of all Obligor Secured Liabilities (whether of itself or any other Obligor), charges in favour of the Obligor Security Trustee by way of first floating charge all of its assets and undertaking not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by this Clause 3 (*Security*). Each of the floating charges created hereby is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act and accordingly paragraph 14 of Schedule B1 to the Insolvency Act applies to each such floating charge.

3.3.2 The Deed of Accession Floating Security shall rank equally in point of priority with the floating charges created by the Derby Deed of Accession Floating Security, the Obligor Deed of Charge Floating Security and the OFCA Floating Security and neither of them shall have priority over the other.

3.3.3 The Deed of Accession Floating Security, Derby Deed of Accession Floating Security, the Obligor Deed of Charge Floating Security and the OFCA Floating Security shall be deferred in point of priority to all fixed security validly and effectively created by the Obligors under Clause 3.1 (*Fixed Security*) in favour of the Obligor Security Trustee as security for the Obligor Secured Liabilities.

3.3.4 Each party to this Deed acknowledges that the Deed of Accession Floating Security ranks equally with the Derby Deed of Accession Floating Security, the Obligor Deed of Charge Floating Security and OFCA Floating Security.

3.4 Declaration of trust

The Obligor Security Trustee agrees that it shall hold the Further Charged Property on trust for the benefit of the Secured Participants on the terms of this Deed.

3.5 Notice of Assignment of the Assigned Contracts

Each Additional Obligor shall, or FinCo on behalf of each Additional Obligor shall, on the request of the Obligor Security Trustee following the delivery of an Obligor Enforcement Notice only, promptly in relation to the Further Property give notice to each Tenant of the Further Property substantially in the form of Schedule 2 (*Form of Notice to Tenants under English Lease Documents*) of the Obligor Deed of Charge and shall use its reasonable endeavours to procure that each Tenant acknowledges that notice substantially in the form

of Schedule 3 (*Form of Acknowledgement from Tenants under English Lease Documents*) of the Obligor Deed of Charge

3.6 Notice of Assignment of Security Group Insurances each Additional Obligor, or FinCo on behalf of each Additional Obligor, shall, as soon as is reasonably practicable after the Second Issue Date (in respect of existing Security Group Insurances) and any date on which such Additional Obligor enters into a contract or policy in respect of the Security Group Insurances, give notice of each assignment, or procure that such notice be given, pursuant to Clause 3.1.3(iv) (*Assignment*) of the Obligor Deed of Charge substantially in the form set out in Schedule 4 (*Form of Notice of Assignment of Security Group Insurances*) of the Obligor Deed of Charge (or in such other form as is acceptable to the Obligor Security Trustee acting reasonably) and shall use its reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the relevant form of acknowledgement, save that no further notice or acknowledgement is required in respect of those contracts or policies in respect of Security Group Insurances where the contract or policy (as applicable) provides expressly for notice and acknowledgement of the Security Interest created in respect of the Obligor Secured Liabilities

3.7 Notice of Assignment of Construction Warranties each Additional Obligor, or FinCo on behalf of each Additional Obligor, shall, on the request of the Obligor Security Trustee following the delivery of an Obligor Enforcement Notice only, promptly give notice of the assignment of the Construction Warranties pursuant to Clause 3.1.3(v) above

4 Obligor Deed Of Charge

4.1 IT IS HEREBY AGREED AND DECLARED that all the powers, provisions, covenants, agreements and declarations contained in the Obligor Deed of Charge shall apply to the Further Charged Property and Deed of Accession Floating Security hereby charged in the same manner as if the Further Charged Property and Deed of Accession Floating Security had been included in and charged by way of first legal mortgage, first fixed security and/ or floating security by the Obligor Deed of Charge, and all the provisions of the Obligor Deed of Charge shall be deemed incorporated into this Deed of Accession save that any reference in such clauses to a clause of the Obligor Deed of Charge were a reference to the corresponding clause in the Obligor Deed of Charge and not this Deed of Accession

4.2 The Obligor Deed of Charge and this Deed of Accession shall henceforth be read and construed together as one document and the Obligor Deed of Charge shall henceforth operate and have effect accordingly

5 Restriction

In respect of the properties specified or referred to in Schedule 1 to this Deed of Accession (*Real Property*), the title to which is, or is to be, registered at the Land Registry and in respect of any other registered titles in England and Wales against which this Deed of Accession may be noted, each Additional Obligor hereby applies and as necessary shall apply upon this Deed of Accession being registered forthwith to the Chief Land Registrar for restrictions in the following terms (or otherwise as the Obligor Security Trustee may agree) in respect of the charges to be entered on the Register of Title relating thereto

"No disposition (other than (A) a lease for a term expiring less than 21 years after the date of the lease and (B) the grant of easements contained in an occupational lease of any part of the land in this title for a term expiring less than 21 years after the date of the lease) of the registered estate by the proprietor of the registered

estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be completed by registration without a written consent signed by the proprietor for the time being of the charge dated [●] 2014 in favour of HSBC Corporate Trustee Company (UK) Limited referred to in the charges register or its conveyancer "

6 Counterparts

This Deed of Accession made by Deed may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument

7 Further Assurance

7.1 Each of the parties hereto agrees to perform all further acts and things and execute and deliver such further documents as may be required by law or reasonably desirable to give effect to this Deed of Accession

7.2 The Obligors hereby agree to all matters provided for herein

7.3 Without limiting the generality of the other provisions of this Deed and the Obligor Deed of Charge, pursuant to the terms hereof and of the Obligor Deed of Charge, each Additional Obligor as security for the payment, discharge and performance of all the Obligor Secured Liabilities, hereby and by the Obligor Deed of Charge in favour of the Obligor Security Trustee (as trustee for itself and each of the other Secured Participants) subject to any necessary third party consents being obtained (for which the Obligor Security Trustee shall not be responsible for obtaining), assigns and agrees to assign all of its right, title and interest (if any) in and to each of the contracts and agreements specified in Clause 3.1.3 (*Assignment*) of the Obligor Deed of Charge and/or Appendix 1 to this Deed provided that, prior to delivery of an Obligor Enforcement Notice, the relevant Obligor may exercise its rights, powers and discretions and perform its obligations in relation to such contracts and agreements in accordance with the provisions of the CTA, the Finance Documents and such documents or arrangements

8 Contract (Rights Of Third Parties) Act 1999

A person who is not a party to this Deed of Accession shall have no right under the contract (Rights of Third Parties) Act 1999 to enforce any of its terms

9 Governing Law

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

Appendix 1

Additional contracts to which any Additional Obligor is a party and which are to become
Finance Documents

- 1** Chapelfield Programme Agreement Accession Memorandum,
- 2** Chapelfield Common Documents Accession Memorandum,
- 3** Chapelfield Obligor Floating Charge Agreement Accession Memorandum,

Schedule 1
Real Property

Additional Obligors holding the legal title	Additional Obligor beneficially entitled to the title	Brief Description (indicative only)	Title No	Tenure
Chapelfield Nominee Limited and Chapelfield GP Limited	The Chapelfield Partnership, a limited partnership registered under number LP007184	Land and buildings known as Chapelfield Shopping Centre, Chapel Field Road, Norwich	NK15632	Freehold

Schedule 2
Shares

Additional Obligor providing security	Name of Company in which Shares are held	Class of Shares held	Number of Shares held
Intu (SGS) Limited	Chapelfield GP Limited	Ordinary Shares of £1	1
Intu (SGS) Limited	Chapelfield LP Limited	Ordinary Shares of £1	79,951,477
Chapelfield GP Limited	Chapelfield Nominee Limited	Ordinary Shares of £1	1

Schedule 3
Security Group Insurances

<u>Section 1 (Property Damage) and Section 2 (Loss of Rent)</u>		
Zurich	30% Lead	KU533881
Aviva	30% Follow	23986944CPO
Allianz	20% Follow	SP22147758
AXA	15% Follow	LPPPP1278311
Aspen	5% Follow	NOA2C8R12AOW
<u>Section 3 (Property Owners' Liability)</u>		
Primary		
XL	100% Lead	GB00028937LI14A
1st Excess Layer		
AIG	50% Lead	0024022884
Aviva	50% Follow	24866903LEX
2nd Excess Layer		
AIG	25% Lead	0024022885
ACE	25% Follow	46UK205136
Zurich	20% Follow	CW799223
C.N.A.	20% Follow	PC612345
Allianz	10% Follow	5223263579
<u>Section 4 (Engineering Insurance and Inspection)</u>		
Allianz	100% Lead	61/NZ/13713151/3

Signatories to Deed of Accession

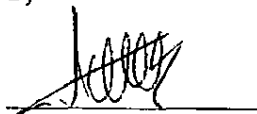
This Deed has been executed and delivered as a deed on the date stated at the beginning

The Additional Obligors

Chapelfield Borrower

EXECUTED as a DEED on behalf of
THE CHAPELFIELD PARTNERSHIP
by its general partner CHAPELFIELD
GP LIMITED

By



Director

Name Trevor Pereira

By



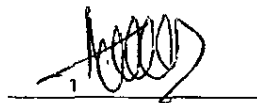
~~Director~~/Company Secretary

Name SUSAN MORTON

Chapelfield General Partner

EXECUTED as a DEED on behalf of
CHAPELFIELD GP LIMITED

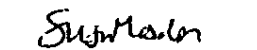
By



Director

Name Trevor Pereira

By



~~Director~~/Company Secretary

Name SUSAN MORTON

Chapelfield Limited Partner


EXECUTED as a **DEED** on behalf of
CHAPELFIELD LP LIMITED

By



Director
Name **HUGH FORD**

By




~~Director~~ Company Secretary
Name **SUSAN MORRISON**

Chapelfield Nominee


EXECUTED as a **DEED** on behalf of
CHAPELFIELD NOMINEE LIMITED

By



Director
Name **Trevor Pereira**

By



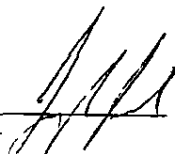
~~Director~~ Company Secretary
Name **SUSAN MORRISON**

The Obligors

FinCo

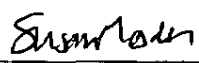
EXECUTED as a **DEED** on behalf of
INTU (SGS) FINCO LIMITED

By



Director
Name **HUGH FORD**

By




~~Director~~/Company Secretary
Name **SIMON MORRISON**

SGS SPV

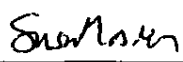
EXECUTED as a **DEED** on behalf of
INTU (SGS) LIMITED

By



Director
Name **HUGH FORD**

By



~~Director~~/Company Secretary
Name **SIMON MORRISON**

SGS HoldCo


EXECUTED as a DEED on behalf of
INTU (SGS) HOLDCO LIMITED

By



Director
Name HUGH FORD.

By

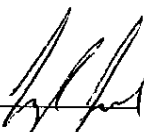


~~Director~~ Company Secretary
Name SUSAN MORTON

Lakeside Co


EXECUTED as a DEED on behalf of
INTU LAKESIDE LIMITED

By



Director
Name HUGH FORD.

By

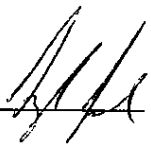


~~Director~~ Company Secretary
Name SUSAN MORTON

Watford Co

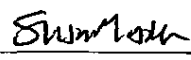
EXECUTED as a **DEED** on behalf of
INTU WATFORD LIMITED

By



Director
Name **HUGH FORD**

By




~~Director~~ Company Secretary
Name **SUSAN MORRISON**

Braehead Co 1

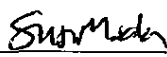
EXECUTED as a **DEED** on behalf of
BRAEHEAD GLASGOW LIMITED

By



Director
Name **HUGH FORD**

By




~~Director~~ Company Secretary
Name **SUSAN MORRISON**

Braehead Co 2

EXECUTED as a DEED on behalf of


BRAEHEAD PARK INVESTMENTS LIMITED

By



Director
Name HUGH FORD

By



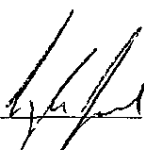
~~Director~~ Company Secretary
Name JULIAN MORRISON

Investments Co

EXECUTED as a DEED on behalf of


INTU PROPERTIES INVESTMENTS LIMITED

By



Director
Name HUGH FORD

By

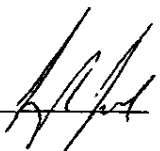


~~Director~~ Company Secretary
Name JULIAN MORRISON

Victoria Centre Co 1


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

By



Director
Name HUGH FORD

By




~~Director~~ Company Secretary
Name SIMON MARIDEN

The Partnership


EXECUTED as a DEED by VCP (GP) LIMITED, general partner, for and on behalf of
THE VICTORIA CENTRE PARTNERSHIP

By



Director
Name HUGH FORD

By



~~Director~~ Company Secretary
Name SIMON MARIDEN

Victoria Centre Co 3

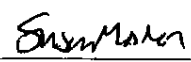
EXECUTED as a DEED on behalf of
VCP NOMINEES NO 1 LIMITED

By



Director
Name HUGH FORD

By



~~Director~~ Company Secretary
Name SUSAN MORISON

Victoria Centre Co 4

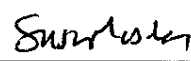
EXECUTED as a DEED on behalf of
VCP NOMINEES NO. 2 LIMITED

By



Director
Name HUGH FORD

By



~~Director~~ Company Secretary
Name SUSAN MORISON

The Obligor Security Trustee

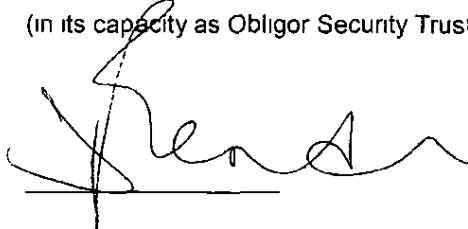
EXECUTED as a **DEED** by

Jason Blondell the duly

authorised attorney of

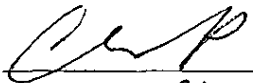
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

(in its capacity as Obligor Security Trustee)



in the presence of

Witness's signature



Name

Address

Linklaters LLP

One Silk Street

London EC2Y 8HQ

Chan Poolvorakul

Occupation

Trainee Solicitor