

MR01

Particulars of a charge

130 743/13

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 the
instrument is not a deed

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
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 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. **Do not send the original.**

WEDNESDAY



A14 *A3KYDW80* 19/11/2014 #208
COMPANIES HOUSE

1 Company details

Company number 0 3 9 2 0 5 1 2

Company name in full CHAPELFIELD GP 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 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

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 SILK STREET

Please return
via

GH London Council

Post town LONDON

County/Region LONDON

Postcode E C 2 Y 8 H Q

Country UNITED KINGDOM

DX 10

Telephone 02074562000

**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

**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

**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 0014

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

OFCA DEED OF ACCESSION - CHAPELFIELD

This OFCA Deed of Accession is made as a deed on 13 November 2014 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**"),
- (5) Each of the companies named as Obligor in the Obligor Floating Charge Agreement referred to below (the "**Obligors**"),
- (6) HSBC Corporate Trustee Company (UK) Limited as the Obligor Security Trustee (the "**Obligor Security Trustee**"), and
- (7) Intu (SGS) Finance plc as the Issuer (the "**Issuer**")

WHEREAS

- (A) The Obligors have entered into a floating charge agreement dated 19 March 2013 (as supplemented and amended by any OFCA Deed of Accession or otherwise from time to time, the "**Obligor Floating Charge Agreement**") between the Obligors, the Obligor Security Trustee and the Issuer
- (B) 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 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 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 Obligor Floating Charge Agreement

This Deed witnesses and it is declared as follows

1 Definitions

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

2 Accession

- 2.1** Each Additional Obligor hereby agrees to become a party to and to be bound by the terms of the Obligor Floating Charge Agreement as an Obligor with immediate effect and so that the Obligor Floating Charge Agreement 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 Floating Charge Agreement which are expressed to be binding on an Obligor In accordance with the foregoing, each Additional Obligor now grants to the Obligor Security Trustee the charge described in the 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 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 Obligor Floating Charge Agreement or in any other OFCA Deed of Accession The Obligor Floating Charge Agreement and this Deed shall be read as one to this extent and so that references in the Obligor Floating Charge Agreement to "this Deed", "herein", and similar phrases shall be deemed to include this Deed
- 2.2** 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 Obligor Floating Charge Agreement, pursuant to the terms hereof and of the Obligor Floating Charge Agreement, each Additional Obligor hereby 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 all of its present and future assets and undertaking 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 such Additional Obligor 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

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

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 Morison**

Chapelfield General Partner

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

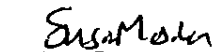
By



Director

Name **Trevor Pereira**

By



~~Director~~ Company Secretary

Name **Susan Morison**

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 **SUSAN MORTON**

SGS SPV

EXECUTED as a **DEED** on behalf of

INTU (SGS) LIMITED

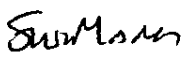
By



Director

Name **HUGH FORD**

By



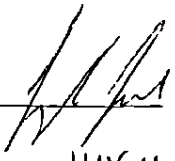
~~Director~~ Company Secretary

Name **SUSAN MORTON**

SGS HoldCo


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

By



Director
Name HUGH FORD

By

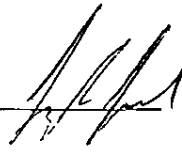


~~Director~~ Company Secretary
Name JULIAN MORRISON

Lakeside Co


EXECUTED as a DEED on behalf of
INTU LAKESIDE LIMITED

By



Director
Name HUGH FORD

By




~~Director~~ Company Secretary
Name JULIAN MORRISON

Watford Co

EXECUTED as a DEED on behalf of
INTU WATFORD LIMITED

By



Director

Name

HUGH FORD

By



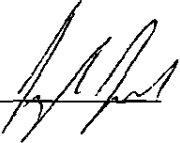
Director/Company Secretary

Name SIMON MORRISON

Braehead Co 1

EXECUTED as a DEED on behalf of
BRAEHEAD GLASGOW LIMITED

By



Director

Name

HUGH FORD

By



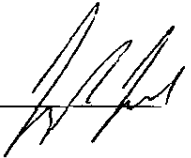
Director/Company Secretary

Name SIMON MORRISON

Braehead Co 2

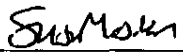
**EXECUTED as a DEED on behalf of
BRAEHEAD PARK INVESTMENTS LIMITED**

By



Director
Name **HUGH FORD**

By




~~Director~~ Company Secretary
Name **SUSAN MARDON**

Investments Co

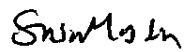
**EXECUTED as a DEED on behalf of
INTU PROPERTIES INVESTMENTS LIMITED**

By



Director
Name **HUGH FORD**

By



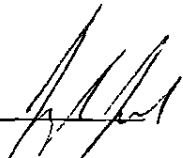
~~Director~~ Company Secretary
Name **SUSAN MARDON**

Victoria Centre Co 1

EXECUTED as a DEED on behalf of

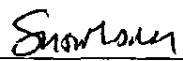
VCP (GP) LIMITED

By



Director
Name HUGH FORD

By



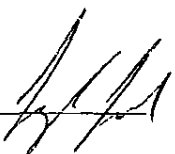
~~Director~~ Company Secretary
Name JULIAN MORRISON

The Partnership

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

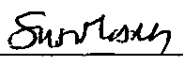
THE VICTORIA CENTRE PARTNERSHIP

By



Director
Name HUGH FORD

By



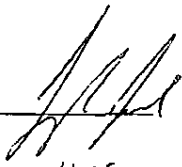
~~Director~~ Company Secretary
Name JULIAN MORRISON

Victoria Centre Co 3

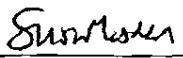
EXECUTED as a DEED on behalf of
VCP NOMINEES NO 1 LIMITED

By

Director
Name


HUGH FORD

By



~~Director~~ Company Secretary
Name SUSAN MORRISON

Victoria Centre Co 4


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

By

Director
Name

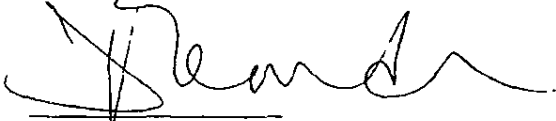

HUGH FORD

By


~~Director~~ Company Secretary
Name SUSAN MORRISON

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 Chen
Name Chan Poolvorakaks
Address **Linklaters LLP**
One Silk Street
Occupation **London EC2Y 8HG**
Trainee Solicitor

The Issuer

EXECUTED as a DEED by
INTU (SGS) FINANCE PLC acting by two directors being
SFM Directors Limited and **SFM Directors (No 2) Limited**
By



By

