

MR01

Particulars of a charge

Laserform

13074/13

**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](http://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**  
You may not use this form to  
register a charge where  
instrument Use form MF



A14 19/11/2014 #204  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

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

**1 Company details**

Company number 0 4 0 9 0 1 2 6

Company name in full CHAPELFIELD LP LIMITED /

2 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 Linklater 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  
CH London Courier

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:**

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

**For companies registered in England and Wales:**

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

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland:**

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4090126

Charge code: 0409 0126 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2014 and created by CHAPELFIELD LP 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**

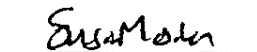
By



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 MORISON**

**Chapelfield Nominee**

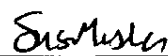
**EXECUTED as a DEED on behalf of  
CHAPELFIELD NOMINEE LIMITED**

By

  
\_\_\_\_\_  
Director

Name **Trevor Pereira**

By

  
\_\_\_\_\_  
~~Director~~ Company Secretary

Name **SUSAN MORISON**



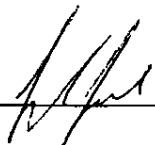
**The Obligors**

**FinCo**

**EXECUTED** as a **DEED** on behalf of

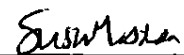
**INTU (SGS) FINCO LIMITED**

By

  
\_\_\_\_\_  
Director

Name **HUGH FORD**

By

  
\_\_\_\_\_  
~~Director~~ Company Secretary

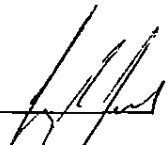
Name **SUSAN MORRISON**

**SGS SPV**

**EXECUTED** as a **DEED** on behalf of


**INTU (SGS) LIMITED**

By

  
\_\_\_\_\_  
Director

Name **HUGH FORD**

By

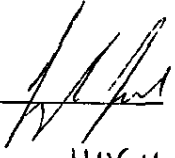
  
\_\_\_\_\_  
~~Director~~ Company Secretary

Name **SUSAN MORRISON**


SGS HoldCo

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

By

  
\_\_\_\_\_  
Director  
Name HUGH FORD

By

  
\_\_\_\_\_  
~~Director~~ Company Secretary  
Name JUDITH MORTON


Lakeside Co

EXECUTED as a DEED on behalf of  
INTU LAKESIDE LIMITED

By

  
\_\_\_\_\_  
Director  
Name HUGH FORD

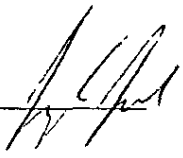
By

  
\_\_\_\_\_  
~~Director~~ Company Secretary  
Name JUDITH MORTON

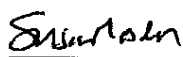
**Watford Co**

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

By

  
\_\_\_\_\_  
Director  
Name **HUGH FORD**

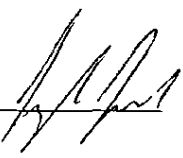
By

  
\_\_\_\_\_  
Director/Company Secretary  
Name **SIMON MORRISON**


**Braehead Co 1**

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

By

  
\_\_\_\_\_  
Director  
Name **HUGH FORD**

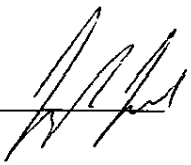
By

  
\_\_\_\_\_  
Director/Company Secretary  
Name **SIMON MORRISON**

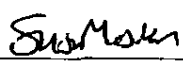
Braehead Co 2

EXECUTED as a DEED on behalf of  
BRAEHEAD PARK INVESTMENTS LIMITED

By

  
\_\_\_\_\_  
Director  
Name HUGH FORD

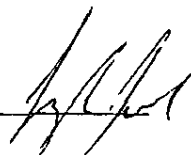
By

  
\_\_\_\_\_  
~~Director~~ Company Secretary  
Name SUSAN MARDEN

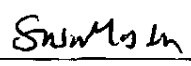
Investments Co

EXECUTED as a DEED on behalf of  
INTU PROPERTIES INVESTMENTS LIMITED

By

  
\_\_\_\_\_  
Director  
Name HUGH FORD

By

  
\_\_\_\_\_  
~~Director~~ Company Secretary  
Name SUSAN MARDEN

Victoria Centre Co 1


EXECUTED as a DEED on behalf of

VCP (GP) LIMITED

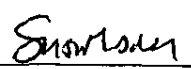
By

\_\_\_\_\_  
Director

Name

  
HUGH FORD

By

  
~~Director~~ Company Secretary

Name SUSAN MORRISON

The Partnership

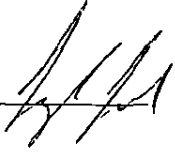
EXECUTED as a DEED by VCP (GP) LIMITED, general partner, for and on behalf of

THE VICTORIA CENTRE PARTNERSHIP

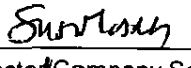
By

\_\_\_\_\_  
Director

Name

  
HUGH FORD

By

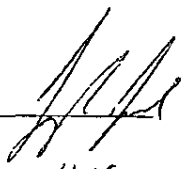
  
~~Director~~ Company Secretary

Name SUSAN MORRISON

Victoria Centre Co 3  
EXECUTED as a DEED on behalf of  
VCP NOMINEES NO 1 LIMITED

By

\_\_\_\_\_  
Director  
Name

  
HUGH FORD


By

Susan Morden  
~~Director~~ Company Secretary  
Name SUSAN MORDEN

Victoria Centre Co 4  
EXECUTED as a DEED on behalf of  
VCP NOMINEES NO 2 LIMITED

By

\_\_\_\_\_  
Director  
Name

  
HUGH FORD

By

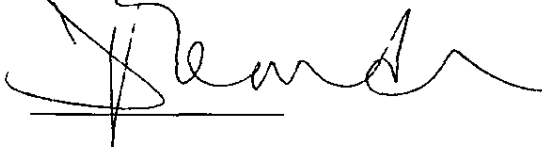
Susan Morden  
~~Director~~ Company Secretary  
Name SUSAN MORDEN

**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 Chan Poolvorakul

Address **Linklaters LLP**

Occupation **One Silk Street**  
**London EC2Y 8HQ**

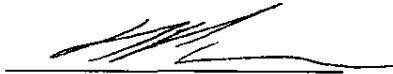
Trainee Solicitor

**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

