



**Registration of a Charge**

Company name: **CANNOCK DESIGNER OUTLET (NOMINEE 1) LIMITED**

Company number: **11069278**



X713KBA1

Received for Electronic Filing: **05/03/2018**

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**Details of Charge**

Date of creation: **27/02/2018**

Charge code: **1106 9278 0001**

Persons entitled: **CBRE LOAN SERVICES LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES)**

Brief description: **NOT APPLICABLE.**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

**Chargor acting as a bare trustee for the property.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ALLEN & OVERY LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11069278

Charge code: 1106 9278 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2018 and created by CANNOCK DESIGNER OUTLET (NOMINEE 1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2018 .

Given at Companies House, Cardiff on 7th March 2018

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**

## **SECURITY AGREEMENT**

DATED 27 FEBRUARY 2018

CANNOCK DESIGNER OUTLET LIMITED PARTNERSHIP

and

CANNOCK DESIGNER OUTLET (GP) LIMITED

and

CANNOCK DESIGNER OUTLET (NOMINEE 1) LIMITED and CANNOCK DESIGNER OUTLET  
(NOMINEE 2) LIMITED

and

CBRE LOAN SERVICES LIMITED

relating to  
THE MCARTHURGLEN DESIGNER OUTLET, CANNOCK

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**THIS DEED** is dated 27 February 2018 and is made

**BETWEEN:**

- (1) **CANNOCK DESIGNER OUTLET LIMITED PARTNERSHIP** (registered under the Limited Partnerships Act 1907 with registered number LP 018901 acting by its general partner **CANNOCK DESIGNER OUTLET (GP) LIMITED** (registered number 11069199)) (the **Borrower**);
- (2) **CANNOCK DESIGNER OUTLET (GP) LIMITED** (registered number 11069199) (the **General Partner**);
- (3) **CANNOCK DESIGNER OUTLET (NOMINEE 1) LIMITED** (Registered number 11069278) and **CANNOCK DESIGNER OUTLET (NOMINEE 2) LIMITED** (Registered number 11069379) (each a **Property Trustee**); and
- (4) **CBRE LOAN SERVICES LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

**BACKGROUND:**

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

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

**Act** means the Law of Property Act 1925.

**Chargor** means the Borrower, the General Partner or a Property Trustee.

**Controlled Account** means the Debt Service Account, the Cash Trap Account, the Cure Account, the Deposit Account and the Capex Account.

**Facility Agreement** means the £64,000,000 facility agreement dated on or around the date of this Deed between (among others) the Borrower and the Security Agent.

**Limited Partnership Interest** means the General Partner's rights, title and interests (whether as a general partner or otherwise) in the Borrower held by it or by any nominee or trustee on its behalf, (including, without limitation, any rights, title and interests arising under the Partnership Agreement, the Limited Partnership Act 1907 (or other law or regulation relating to limited partnerships) or otherwise) and including, without limitation, in each case any interest in the capital of, any right to receive the profits of, and any right to receive any distribution in respect of such rights, title and interest.

**Party** means a party to this Deed.

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

**Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under or in connection with each Finance Document.

**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

**Security Asset** means each asset of each Chargor which is, or is intended to be, subject to any Security created by this Deed.

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**Third Parties Act** means the Contracts (Rights of Third Parties) Act 1999.

## 1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Any reference in this Deed to:
  - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (ii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
  - (iii) any **share, Limited Partnership Interest, stock, debenture, bond or other security or investment** includes:
    - (A) any dividend, interest or other distribution paid or payable; and
    - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 in each case, in respect of that share, Limited Partnership Interest, stock, debenture, bond or other security or investment;
  - (iv) the term **this Security** means any security created by this Deed; and
  - (v) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).

- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

### **1.3 Third party rights**

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the Security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is created over present and future assets of each Chargor;
  - (iii) is security for the payment and discharge of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

### **2.2 Land**

- (a) Each Chargor charges:
  - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it; this includes the real property (if any) specified in Part 1 of Schedule 1 (*Security Assets*); and



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

## **2.3 Securities**

Each Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities or investments owned by it or held by any nominee or trustee on its behalf.

## **2.4 Limited Partnership Interests**

- (a) The General Partner charges by way of a first fixed charge all of its Limited Partnership Interests.
- (b) Other than any assets effectively charged in paragraph (a) above, the General Partner assigns absolutely subject to a proviso for re-assignment on redemption all of its Limited Partnership Interests, including all moneys which at any time may be or become payable to it, and the proceeds of any claims, awards and judgments which may at any time be receivable or received by it.
- (c) No part of any Limited Partnership Interest shall be charged or assigned pursuant to this Clause to the extent it would result in the Security Agent or any other person (except the General Partner) being required to be registered as a general partner of the Borrower until the later of this Security becoming enforceable and the Security Agent giving notice to the Borrower that this paragraph (c) shall cease to apply.

## **2.5 Plant and machinery**

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

## **2.6 Credit balances**

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Controlled Account, any amount standing to the credit of any Controlled Account and the debt represented by it.
- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account (other than a Controlled Account), any amount standing to the credit of any Account (other than a Controlled Account) and the debt represented by it.
- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it.

## **2.7 Book debts etc.**

Each Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;

- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and
- (d) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (c) above.

## **2.8 Insurances**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the **Insurance Rights**).
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

## **2.9 Hedging**

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

## **2.10 Other contracts**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
  - (i) under each Lease Document;
  - (ii) in respect of all Rental Income;
  - (iii) under any guarantee of Rental Income contained in or relating to any Lease Document;
  - (iv) under each Development Document;
  - (v) under each agreement appointing an Operator;
  - (vi) under each agreement appointing a Property and Asset Manager;
  - (vii) under each agreement appointing a Development Manager;
  - (viii) under any agreement relating to the purchase of the Property by any Chargor; and
  - (ix) under any other agreement, instrument or other document to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause.
- (b) To the extent that they have not been or cannot be effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a) above and all of its rights under the Section 106 Agreement.

## **2.11 Miscellaneous**

Each Chargor charges by way of a first fixed charge:

- (a) all of its rights under the agreement between the County Council and the Borrower and/or the Property Trustees pursuant to section 278 of the Highways Act 1980 relating to the

construction of highway works at A460 Eastern Way, Cannock, and any other agreement in respect of section 278 of the Highways Act 1980;

- (b) all of its rights under the agreement between the Borrower and/or the Property Trustees and Severn Trent Water Limited pursuant to section 185 of the Water Industry Act 1991 in respect of the diversion of drains on the Property;
- (c) any beneficial interest, claim or entitlement it has in any pension fund;
- (d) its goodwill;
- (e) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (f) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (e) above;
- (g) its uncalled capital; and
- (h) the benefit of all rights in relation to any item under paragraphs (a) to (e) above.

## **2.12 Floating charge**

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

### **3. REPRESENTATIONS - GENERAL**

#### **3.1 Nature of security**

Each Chargor represents and warrants to each Finance Party that, subject to the Legal Reservations, this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

#### **3.2 Times for making representations**

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation or warranty is expressed to be given at a specific date, each representation or warranty under this Deed is deemed to be repeated by each Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

### **4. RESTRICTIONS ON DEALINGS**

#### **4.1 Security**

Except as expressly allowed in the Facility Agreement, no Chargor may create or permit to subsist any Security on any Security Asset (except for this Security).

#### **4.2 Disposals**

Except as expressly allowed in the Facility Agreement, no Chargor may sell, transfer, licence, lease or otherwise dispose of any Security Asset.

### **5. LAND**

#### **5.1 General**

In this Clause:

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Asset and, where the context so requires, includes any buildings on that property.

#### **5.2 Notices to tenants**

Each Chargor must promptly:

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (Forms of Letter for Occupational Tenants), on each tenant of its Mortgaged Property, such notice to be served:
  - (i) on the date of this Deed for all tenants in place on that date; and
  - (ii) for any new tenant, promptly upon such tenant entering into a Lease Document; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (Forms of Letter for Occupational Tenants).

### 5.3 Acquisitions

If a Chargor acquires any freehold or leasehold property after the date of this Deed it must:

- (a) notify the Security Agent promptly and in any event within three Business Days of such acquisition;
- (b) immediately on demand and at the cost of a Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require;
- (c) if the title to that freehold or leasehold property is registered at H.M. Land Registry or required to be so registered, give H.M. Land Registry written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted against that title in the title register at H.M. Land Registry.<sup>1</sup>

### 5.4 Compliance with applicable laws and regulations

Each Chargor must perform all its obligations under any law or regulation in any way related to or affecting its Mortgaged Property.

### 5.5 H.M. Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] referred to in the charges register or their conveyancer. (Standard Form P)".

### 5.6 Deposit of title deeds

Each Chargor must promptly:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 5.3 (*Acquisitions*) (the **Title Documents**);
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose.

## 6. SECURITIES

### 6.1 General

In this Clause, **Investments** means:

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<sup>1</sup> A&O Real Estate to confirm.

- (a) all shares in any member of the Group (other than itself) owned by a Chargor or held by any nominee or trustee on its behalf including the shares listed in Part 2 of Schedule 1 (*Security Assets*);
- (b) the Limited Partnership Interests; and
- (c) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf.

## **6.2 Investments**

Each Chargor represents and warrants to each Finance Party that:

- (a) all shares included in the definition of Security Asset and, to the extent applicable, its other Investments are fully paid; and
- (b) it is the sole legal and beneficial owner of the Investments.

## **6.3 Deposit**

Each Chargor must:

- (a) immediately deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any Investment; and
- (b) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to any Investment.

## **6.4 Changes to rights**

No Chargor may take any action or allow the taking of any action on its behalf which may result in:

- (a) the rights attaching to any of the Investments being altered; or
- (b) further Investments being issued, other than further Investments issued by the Borrower in accordance with the terms of the Facility Agreement and which are or become subject to the Transaction Security in accordance with the terms of this Deed.

## **6.5 Calls**

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

## **6.6 Other obligations in respect of Investments**

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which are within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other

constitutional document relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.

- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any Investment.
- (c) The Security Agent is not obliged to:
  - (i) perform any obligation of a Chargor;
  - (ii) make any payment;
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
  - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment.

## **6.7 Voting rights and dividends**

- (a) Before this Security becomes enforceable:
  - (i) each Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of its Investments;
  - (ii) if the voting rights or other rights or powers are exercisable by the Security Agent, the Security Agent must exercise (or refrain from exercising) them as the relevant Chargor may direct in writing; and
  - (iii) all dividends, distributions or other income paid or payable in relation to the Investments must be paid to the General Account.
- (b) Each Chargor must indemnify the Security Agent against any cost, loss or liability incurred by the Security Agent as a consequence of the Security Agent acting (or refraining from acting) in respect of any Investments as directed by that Chargor.
- (c) After this Security has become enforceable:
  - (i) the Security Agent may exercise (or refrain from exercising) (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any other rights or powers which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise; and
  - (ii) if any Investments remain registered in the name of any Chargor, the relevant Chargor irrevocably appoints the Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of the Investments.

## **7. ACCOUNTS**

### **7.1 General**

In this Clause **Account Bank** means a person with whom an Account is maintained under the Facility Agreement.

### **7.2 Book debts and receipts**

(a) Each Chargor must get in and realise its:

- (i) Rental Income and other amounts due from tenants of its Mortgaged Property; and
- (ii) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Agent.

(b) Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

### **7.3 Notices of charge**

Each Chargor must:

- (a) promptly and in any event within three Business Days upon the opening of any Account secured under Clause 2.6 (*Credit balances*) above, serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Account Bank*), on each Account Bank; and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Account Bank*).

## **8. HEDGING**

Each Chargor must:

- (a) promptly and in any event within three Business Days upon entry into a Hedging Agreement, serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Hedge Counterparty*).

## **9. INSURANCES**

Each Chargor must:

- (a) promptly and in any event within three Business Days upon entry into an Insurance, serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Form of Letter for Insurers*), on each counterparty to an Insurance; and



- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Form of Letter for Insurers*).

## **10. RELEVANT CONTRACTS**

### **10.1 General**

In this Clause **Relevant Contract** means:

- (a) each Development Document;
- (b) the Partnership Agreement;
- (c) the Property Trust Deed;
- (d) the agreement between the County Council and the Borrower and/or the Property Trustees pursuant to section 278 of the Highways Act 1980 relating to the construction of highway works at A460 Eastern Way, Cannock, and any other agreement in respect of section 278 of the Highways Act 1980;
- (e) the agreement between the Borrower and/or the Property Trustees and Severn Trent Water Limited pursuant to section 185 of the Water Industry Act 1991 in respect of the diversion of drains on the Property;
- (f) the appointment of an Operator;
- (g) the appointment of the Property and Asset Manager;
- (h) the appointment of a Development Manager;
- (i) under any agreement relating to the purchase of the Property by any Chargor; and
- (i) any other agreement, instrument or other document to which a Chargor is a party and which the Security Agent has designated in writing as a Relevant Contract in respect of this Clause.

### **10.2 Notices of assignment or charge**

Each Chargor must:

- (a) immediately, in the case of any Relevant Contract entered into on or before the date of this Deed, serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Relevant Contracts*), on each counterparty to such a Relevant Contract;
- (b) promptly and in any event within three Business Days upon its entry into a Relevant Contract at any time after the date of this Deed, serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Relevant Contracts*), on each counterparty to such a Relevant Contract; and
- (c) use reasonable endeavours to ensure that the counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Letter for Relevant Contracts*).

## **11. WHEN SECURITY BECOMES ENFORCEABLE**

### **11.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

### **11.2 Discretion**

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

### **11.3 Statutory powers**

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

## **12. ENFORCEMENT OF SECURITY**

### **12.1 General**

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

### **12.2 No liability as mortgagee in possession**

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

### **12.3 Privileges**

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

### **12.4 Protection of third parties**

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or

- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

## **12.5 Redemption of prior mortgages**

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

## **12.6 Contingencies**

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

## **12.7 Financial collateral**

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
  - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
  - (ii) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
  - (iii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

## **13. RECEIVER**

### **13.1 Appointment of Receiver**

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

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

### **13.2 Removal**

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

### **13.3 Remuneration**

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

### **13.4 Agent of the Chargors**

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors alone are responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### **13.5 Relationship with Security Agent**

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

## **14. POWERS OF RECEIVER**

### **14.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law. This includes:

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

#### **14.2 Possession**

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

#### **14.3 Carry on business**

A Receiver may carry on any business of a Chargor in any manner it thinks fit.

#### **14.4 Employees**

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

#### **14.5 Borrow money**

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

#### **14.6 Sale of assets**

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

#### **14.7 Leases**

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

#### **14.8 Compromise**

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

#### **14.9 Legal actions**

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

#### **14.10 Receipts**

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

#### **14.11 Subsidiaries**

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

#### **14.12 Delegation**

A Receiver may delegate its powers in accordance with this Deed.

#### **14.13 Lending**

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

#### **14.14 Protection of assets**

A Receiver may:

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

in each case as it thinks fit.

#### **14.15 Other powers**

A Receiver may:

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

### **15. APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this

Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

## **16. DELEGATION**

### **16.1 Power of Attorney**

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

### **16.2 Terms**

Any such delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

### **16.3 Liability**

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

## **17. FURTHER ASSURANCES**

- (a) Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for:
  - (i) creating, perfecting or protecting any security over any Security Asset; or
  - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
  - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Security Agent or to its nominees; or
  - (ii) the giving of any notice, order or direction and the making of any filing or registration,which, in any such case, the Security Agent may consider necessary or desirable.

## **18. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and their respective delegates and sub-delegates to be its attorney with the full power and authority of each Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney in its absolute discretion may deem necessary for carrying out any obligation of any Chargor under or pursuant to this Deed or generally for enabling

the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

## **19. MISCELLANEOUS**

### **19.1 Continuing security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

### **19.2 Covenant to pay**

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

### **19.3 Tacking**

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

### **19.4 New Accounts**

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

### **19.5 Time deposits**

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

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

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

### **19.6 Notice to Chargors**

This Deed constitutes notice in writing to each Chargor of any charge or assignment by way of security that may at any time be created or made under any Security Document by any Transaction Obligor in respect of any obligation or liability under any agreement, instrument or other document to which that Transaction Obligor is a party.



**20. RELEASE**

At the end of the Security Period, the Finance Parties must promptly, at the request and cost of a Chargor, take whatever action is necessary to release the Security Assets from this Security.

**21. GOVERNING LAW**

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

**22. ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above:
  - (i) no Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
  - (ii) to the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

**SCHEDULE 1**  
**SECURITY ASSETS**

**PART 1**  
**REAL PROPERTY**

*None as at the date of this Deed.*

**PART 2**  
**INVESTMENTS**

<b>Chargor</b>	<b>Name of company in which Investments are held</b>	<b>Class of Investments held</b>	<b>Number of Investments held</b>
Cannock Designer Outlet (GP) Limited	Cannock Designer Outlet (Nominee 1) Limited	Ordinary shares (nominal value GBP £0.01)	1
Cannock Designer Outlet (GP) Limited	Cannock Designer Outlet (Nominee 2) Limited	Ordinary shares (nominal value GBP £0.01)	1

**SCHEDULE 2**  
**FORMS OF LETTER FOR OCCUPATIONAL TENANTS**

**PART 1**

**NOTICE TO OCCUPATIONAL TENANT**

To: [OCCUPATIONAL TENANT]

Copy: CBRE LOAN SERVICES LIMITED (as Security Agent)

[Date]

Dear Sirs,

Re: [PROPERTY]

**Security Agreement dated [●] February 2018 between, amongst others, Cannock Designer Outlet Limited Partnership and CBRE Loan Services Limited (the Security Agreement)**

We refer to the lease dated [ ] and made between [ ] and [ ] (the **Lease**).

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to CBRE Loan Services Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account with [ ] at [ ], Account No. [ ], Sort Code [ ] (the **Rent Account**).

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at CBRE Loan Services Limited, Henrietta House, Henrietta Place, London W1G 0NB, with a copy to us.

Yours faithfully,

.....  
(Authorised Signatory)  
[Chargor]

.....  
(Authorised Signatory)  
[CHARGOR]

**PART 2**

**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To: CBRE Loan Services Limited (as Security Agent)

Attention: [ATTENTION]

[Date]

Dear Sirs,

Re: [PROPERTY]

**Security Agreement dated [ ] 2018 between, amongst others, Cannock Designer Outlet Limited Partnership and CBRE Loan Services Limited (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [ ] (the **Notice**) in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....  
For and on behalf of  
[OCCUPATIONAL TENANT]

**SCHEDULE 3****FORMS OF LETTER FOR ACCOUNT BANK****PART 1****NOTICE TO ACCOUNT BANK**

To: Barclays Bank PLC, 1 Churchill Place, London E14 5HP

Copy: CBRE Loan Services Limited (as Security Agent)

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2018 between, amongst others, Cannock Designer Outlet Limited Partnership and CBRE Loan Services Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of CBRE Loan Services Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you, which are as set out in the table below and referred to in this notice as the **Accounts**:

<b>Account Bank</b>	<b>Name of Account</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Borrower or Agent signing rights before an Event of Default is continuing</b>
Barclays Bank PLC	Rent Account			Borrower
Barclays Bank PLC	Service Charge Account			Borrower
Barclays Bank PLC	Debt Service Account			Agent
Barclays Bank PLC	Cash Trap Account			Agent
Barclays Bank PLC	Cure Account			Agent
Barclays Bank PLC	Tenant Deposit Account			Borrower
Barclays Bank PLC	Deposit Account			Agent
Barclays Bank PLC	Capex Account			Agent
Barclays Bank PLC	Substitute Rental Income Account			Agent

Barclays Bank PLC	General Account			Borrower
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We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent (apart from sums required to pay your standard bank charges and fees and in respect of any charges and fees for cash pooling arrangements provided by you to us); and
- (d) in respect of any Account other than the Accounts set out in the table below where the Borrower has sole signing rights prior to an Event of Default that is continuing (the **Uncontrolled Accounts**), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

Account Bank	Name of Account	Account Number	Sort Code
Barclays Bank PLC	Rent Account		
Barclays Bank PLC	Service Charge Account		
Barclays Bank PLC	Tenant Deposit Account		
Barclays Bank PLC	General Account		

We are not permitted to withdraw any amount from any Account other than the Uncontrolled Accounts without the prior written consent of the Security Agent.

In respect of the Uncontrolled Accounts, we are permitted to withdraw any amount from the Uncontrolled Accounts for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the Uncontrolled Accounts without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Uncontrolled Accounts without the prior written consent of the Security Agent.

Furthermore, we agree that:

- (a) you shall not be bound to enquire whether the right of any person (including, but not limited to, the Security Agent) to withdraw any monies from the Accounts has arisen or be concerned with or responsible for:
  - (i) the propriety or regularity of the exercise of that right;
  - (ii) notice to the contrary; or
  - (iii) the application of any monies received by such person (including, but not limited to, the Security Agent);

- (b) you shall have no liability for having acted on instructions from any person (including, but not limited to, the Security Agent) which on their face appear to be genuine, and which comply with the latest bank mandate held by you or relevant electronic banking system procedure in the case of an electronic instruction; and
- (c) you shall not be deemed to be a trustee for us or the Security Agent in respect of the Accounts.

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at CBRE Loan Services Limited, Henrietta House, Henrietta Place, London W1G 0NB, with a copy to us.

Yours faithfully,

.....  
(Authorised Signatory)

For and on behalf of  
Cannock Designer Outlet Limited Partnership  
acting by its general partner  
Cannock Designer Outlet (GP) Limited



**PART 2****ACKNOWLEDGEMENT OF ACCOUNT BANK**

To: CBRE Loan Services Limited (as Security Agent), Henrietta House, Henrietta Place, London W1G 0NB

Copy: Cannock Designer Outlet Limited Partnership acting by its general partner Cannock Designer Outlet (GP) Limited

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2018 between, amongst others, Cannock Designer Outlet Limited Partnership and CBRE Loan Services Limited (the Security Agreement)**

We confirm receipt from Cannock Designer Outlet Limited Partnership acting by its general partner Cannock Designer Outlet (GP) Limited (the **Chargor**) of a notice dated [ ] (the **Notice**) of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us as listed in the table below (the **Accounts**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
- (d) will not permit any amount to be withdrawn from any Account other than the Uncontrolled Accounts (as defined in the Notice) without your prior written consent; and
- (e) will comply with any notice we may receive from the Security Agent in respect of the Uncontrolled Accounts.

The Accounts maintained with us are:

Account Bank	Name of Account	Account Number	Sort Code	Borrower or Agent signing rights before an Event of Default is continuing
Barclays Bank PLC	Rent Account			Borrower
Barclays Bank PLC	Service Charge Account			Borrower
Barclays Bank PLC	Debt Service Account			Agent

Barclays Bank PLC	Cash Trap Account			Agent
Barclays Bank PLC	Cure Account			Agent
Barclays Bank PLC	Tenant Deposit Account			Borrower
Barclays Bank PLC	Deposit Account			Agent
Barclays Bank PLC	Capex Account			Agent
Barclays Bank PLC	Substitute Rental Income Account			Agent
Barclays Bank PLC	General Account			Borrower

Furthermore, our acknowledgement is subject to the following conditions:

- (a) we shall not be bound to enquire whether the right of any person (including, but not limited to, the Security Agent) to withdraw any monies from the Accounts has arisen or be concerned with or responsible for:
  - (i) the proprietary or regularity of the exercise of that right;
  - (ii) notice to the contrary; or
  - (iii) the application of any monies received by such person (including, but not limited to, the Security Agent);
- (b) we shall have no liability for having acted on instructions from any person (including, but not limited to, the Security Agent) which on their face appear to be genuine, and which comply with the latest bank mandate held by us or relevant electronic banking system procedure in the case of an electronic instruction;
- (c) our right to set-off or create a lien over any monies standing to the credit of the Accounts shall continue to apply in relation to our standard bank charges and fees and in respect of any charges and fees for any cash pooling arrangements provided to the Chargor; and
- (d) not being deemed to be a trustee for the Borrower or the Security Agent in respect of the Accounts.

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

Yours faithfully,

.....  
 (Authorised signatory)  
 Barclays Bank PLC

**SCHEDULE 4**  
**FORMS OF LETTER FOR HEDGE COUNTERPARTY**

**PART 1**

**NOTICE TO HEDGE COUNTERPARTY**

To: [HEDGE COUNTERPARTY]

Copy: CBRE Loan Services Limited (as Security Agent)

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2018 between, amongst others, Cannock Designer Outlet Limited Partnership and CBRE Loan Services Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to CBRE Loan Services Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under any hedging agreements between you and us (the **Hedging Agreements**).

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account at [ ], account number [ ], sort code [ ].

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at CBRE Loan Services Limited, Henrietta House, Henrietta Place, London W1G 0NB, with a copy to us.

Yours faithfully,

.....  
(Authorised signatory)

For and on behalf of

Cannock Designer Outlet Limited Partnership acting by its general partner

Cannock Designer Outlet (GP) Limited

**PART 2**

**ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY**

To: CBRE Loan Services Limited (as Security Agent)

Copy: [CHARGOR]

[Date]

Dear Sirs,

Re: [PROPERTY]

**Security Agreement dated [ ] 2018 between, amongst others, Cannock Designer Outlet Limited Partnership and CBRE Loan Services Limited (the Security Agreement)**

We confirm receipt from Cannock Designer Outlet Limited Partnership acting by its general partner Cannock Designer Outlet (GP) Limited (the **Chargor**) of a notice dated [ ] (the **Notice**) of an assignment upon the terms of the Security Agreement of all the Chargor's rights under the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account at [ ], Sort Code [ ], Account No. [ ]; and
- (d) must accept your instructions in relation to the Chargor's rights under the Hedging Agreements.

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

Yours faithfully,

.....  
(Authorised signatory)  
[Hedge Counterparty]

**SCHEDULE 5**  
**FORMS OF LETTER FOR INSURERS**

**PART 1**

**NOTICE TO INSURER**

To: [Insurer]

Copy: CBRE Loan Services Limited (as Security Agent)

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2018 between, amongst others, Cannock Designer Outlet Limited Partnership and CBRE Loan Services Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to CBRE Loan Services Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [*insert details of contract of insurance*] (the **Insurance**).

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at CBRE Loan Services Limited, Henrietta House, Henrietta Place, London W1G 0NB, with a copy to us.

Yours faithfully,

.....  
(Authorised signatory)

For and on behalf of

Cannock Designer Outlet Limited Partnership acting by its general partner

Cannock Designer Outlet (GP) Limited

**PART 2**

**ACKNOWLEDGEMENT OF INSURER**

To: CBRE Loan Services Limited (as Security Agent)

Copy: Cannock Designer Outlet Limited Partnership acting by its general partner Cannock Designer Outlet (GP) Limited

[Date]

Dear Sirs,

Re: [PROPERTY]

**Security Agreement dated [ ] 2018 between, amongst others, Cannock Designer Outlet Limited Partnership and CBRE Loan Services Limited (the Security Agreement)**

We confirm receipt from Cannock Designer Outlet Limited Partnership acting by its general partner Cannock Designer Outlet (GP) Limited (the **Chargor**) of a notice dated [ ] (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [*insert details of the contract of insurance*] (the **Insurance**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....  
(Authorised signatory)  
[Insurer]

**SCHEDULE 6**  
**FORMS OF LETTER FOR RELEVANT CONTRACTS**

**PART 1**

**NOTICE TO COUNTERPARTY**

To: [CONTRACT COUNTERPARTY]

Copy: CBRE Loan Services Limited (as Security Agent)

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2018 between, amongst others, Cannock Designer Outlet Limited Partnership and CBRE Loan Services Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]<sup>2</sup> to CBRE Loan Services Limited (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [*insert details of contract*] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at CBRE Loan Services Limited, Henrietta House, Henrietta Place, London W1G 0NB, with a copy to us.

---

<sup>2</sup> Delete as applicable.



Yours faithfully,

.....  
(Authorised signatory)  
[*Chargor*]

## PART 2

### ACKNOWLEDGEMENT OF COUNTERPARTY

To: CBRE Loan Services Limited (as Security Agent)

Copy: [CHARGOR]

[Date]

**Security Agreement dated [ ] between [Chargor]  
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [ ] (the **Notice**) of [an assignment]/[fixed charge]<sup>3</sup> on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the **Contract**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....  
(Authorised signatory)  
[Contract counterparty]

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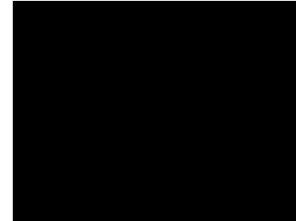
<sup>3</sup> Delete as applicable.

**SIGNATORIES**

**Chargors**

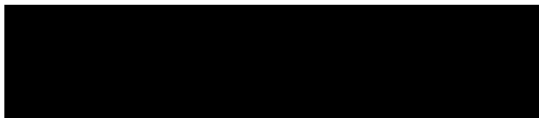
**Borrower**

EXECUTED AS A DEED by )  
CANNOCK DESIGNER OUTLET LIMITED )  
PARTNERSHIP )  
acting by its general partner CANNOCK DESIGNER )  
OUTLET (GP) LIMITED )  
acting by Richard Jones )



In the presence of:

Witness's signature:



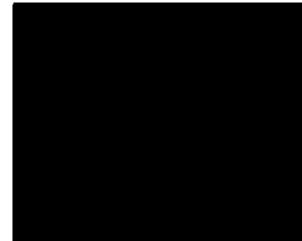
Name of witness: CHARLOTTE UDEN

Address:

Dentons UK and Middle East LLP  
One Fleet Place  
London EC4M 7WS

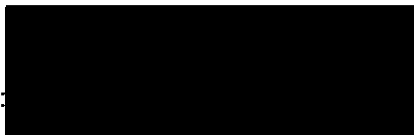
**General Partner**

EXECUTED AS A DEED by )  
CANNOCK DESIGNER OUTLET (GP) LIMITED )  
acting by Richard Jones )



In the presence of:

Witness's signature:



Name of witness: CHARLOTTE UDEN

Address:

Dentons UK and Middle East LLP  
One Fleet Place  
London EC4M 7WS

**Property Trustees**

EXECUTED AS A DEED by )  
CANNOCK DESIGNER OUTLET (NOMINEE 1) )  
LIMITED )  
acting by Richard Jones )



In the presence of:

Witness's signature:

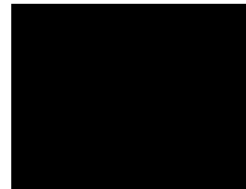


Name of witness: CHARLOTTE UDEN

Address:

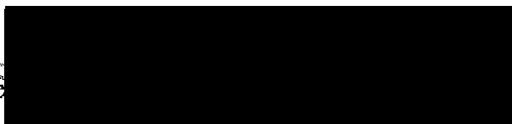
Dentons UK and Middle East LLP  
One Fleet Place  
London EC4M 7WS

EXECUTED AS A DEED by )  
CANNOCK DESIGNER OUTLET (NOMINEE 2) )  
LIMITED )  
acting by Richard Jones )



In the presence of:

Witness's signature:



Name of witness: CHARLOTTE UDEN

Address:

Dentons UK and Middle East LLP  
One Fleet Place  
London EC4M 7WS

EXECUTION VERSION

Security Agent

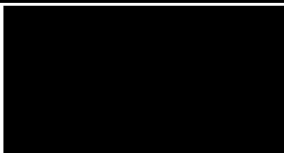
**CBRE LOAN SERVICES LIMITED**

By



PIOTR TOKARSKI  
Authorised Signatory

By:



STEVEN AMBRIDGE  
Authorised Signatory