



**Registration of a Charge**

Company name: **CANNOCK DESIGNER OUTLET (NOMINEE 1) LIMITED**  
Company number: **11069278**



Received for Electronic Filing: **04/07/2018**

---

**Details of Charge**

Date of creation: **29/06/2018**  
Charge code: **1106 9278 0002**  
Persons entitled: **CBRE LOAN SERVICES LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES)**  
Brief description: **LAND ON THE WEST SIDE OF EASTERN WAY, CANNOCK AND LAND ON THE NORTH SIDE OF LICHFIELD ROAD, CANNOCK, COMPRISING PART OF THE LAND KNOWN AS MILL GREEN PARK, EASTERN WAY, CANNOCK, TOGETHER SHOWN EDGED RED ON THE PLAN CONTAINED IN SCHEDULE 1 TO THE DEED AND REGISTERED WITH TITLE NUMBERS SF528857 (PART) AND SF378370 (PART).**  
**Contains negative pledge.**  
**Chargor acting as a bare trustee for the property.**

---

**Authentication of Form**

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

---

**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 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2018 and created by CANNOCK DESIGNER OUTLET (NOMINEE 1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2018 .

Given at Companies House, Cardiff on 6th July 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

**EXECUTION VERSION**

## **SUPPLEMENTAL SECURITY AGREEMENT**

**DATED** 29 JUNE 2018

**BETWEEN**

**CANNOCK DESIGNER OUTLET LIMITED PARTNERSHIP**  
acting by its general partner  
**CANNOCK DESIGNER OUTLET (GP) LIMITED**

- 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**

**ALLEN & OVERY**

Allen & Overy LLP

0015437-0010213 BK:43854730.4

## CONTENTS

Clause	Page
1. Definitions and interpretation .....	3
2. Creation of security .....	5
3. Incorporation .....	6
4. Continuation .....	6
5. Governing law .....	6
<b>Schedules</b>	
1. Property Plans.....	7
Signatories .....	8

**THIS DEED** is dated 29 JUNE 2018 and is made **BETWEEN**:

- (1) the **Chargors** (as defined below); and
- (2) **CBRE LOAN SERVICES LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Facility Agreement, defined below).

**BACKGROUND:**

- (A) Under a security agreement dated 27 February 2018 (the **Original Security Agreement**) between (among others) the **Chargors** and the **Security Agent**, the **Chargors** charged by way of first legal mortgage, first fixed charge and assignment by way of security certain of their assets as security for, among other things, the present and future obligations and liabilities of each **Obligor** under the **Finance Documents** (as amended or supplemented).
- (B) In accordance with clause 19.16 (*Title to Property*) of the Facility Agreement, the **Property Trustees** have acquired (on trust on behalf of the **Borrower** as beneficial owner) interests in the **Property** and, accordingly, the **Chargors** have agreed to enter into this Deed in connection with the **Facility Agreement**.
- (C) This Deed is supplemental to the **Original Security Agreement**.
- (D) 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:

**Chargors** means each of:

- (a) Cannock Designer Outlet Limited Partnership (registered under the Limited Partnerships Act 1907 with registered number LP018901) acting by its general partner Cannock Designer Outlet (GP) Limited (registered number 11069199);
- (b) Cannock Designer Outlet (GP) Limited (registered number 11069199);
- (c) Cannock Designer Outlet (Nominee 1) Limited (registered number 11069278); and
- (d) Cannock Designer Outlet (Nominee 2) Limited (registered number 11069379).

**Facility Agreement** means the £64,000,000 term loan facility agreement dated 27 February 2018 between (among others) the **Chargors** and the **Security Agent** (as amended and/or restated from time to time).

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

**Property** means the land on the west side of Eastern Way, Cannock, Staffordshire and the land on the north side of Lichfield Road, Cannock, Staffordshire comprising part of the land known as Mill

Green Park, Eastern Way, Cannock together shown edged red on the plan contained in Schedule 1 (Property Plans) and registered with title numbers SF528857 (part) and SF378370 (part).

## **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 clauses 1.2 (*Construction*) to 1.4 (*Currency symbols and definitions*) (inclusive) 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 any other agreement or instrument is a reference (without prejudice to any restriction on amendments) to that Finance 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) **this Security** means any security created by this Deed;
  - (iv) any **asset** or **assets**, unless expressly stated otherwise, includes present and future properties, revenues and rights of every description; and
  - (v) **this Security** having become enforceable is a reference to the Security having become enforceable pursuant to clause 11.1 (*Event of Default*) of the Original Security Agreement.
- (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 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 Contracts (Rights of Third Parties) Act 1999 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 Contracts (Rights of Third Parties) Act 1999.

## **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 satisfaction 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 the Property; 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 now or subsequently 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 Confirmation**

Each Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Security Agent by way of first fixed charge the assets referred to in clauses 2.3 (*Securities*) to 2.7 (*Book debts etc.*), 2.10(b) (*Other contracts*) and 2.11 (*Miscellaneous*) (inclusive) of the Original Security Agreement; and
- (b) it has assigned to the Security Agent by way of security the assets referred to in clauses 2.8 (*Insurances*), 2.9 (*Hedging*) and 2.10(a) (*Other contracts*) (inclusive) of the Original Security Agreement.



### 3. INCORPORATION

The provisions of clauses 3 (*Representations – General*), 4 (*Restrictions on dealings*), 5 (*Land*), 11 (*When security becomes enforceable*) to 20 (*Release*) (inclusive) and 22 (*Enforcement*) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary linguistic modifications as if they were set out in full in this Deed.

### 4. CONTINUATION

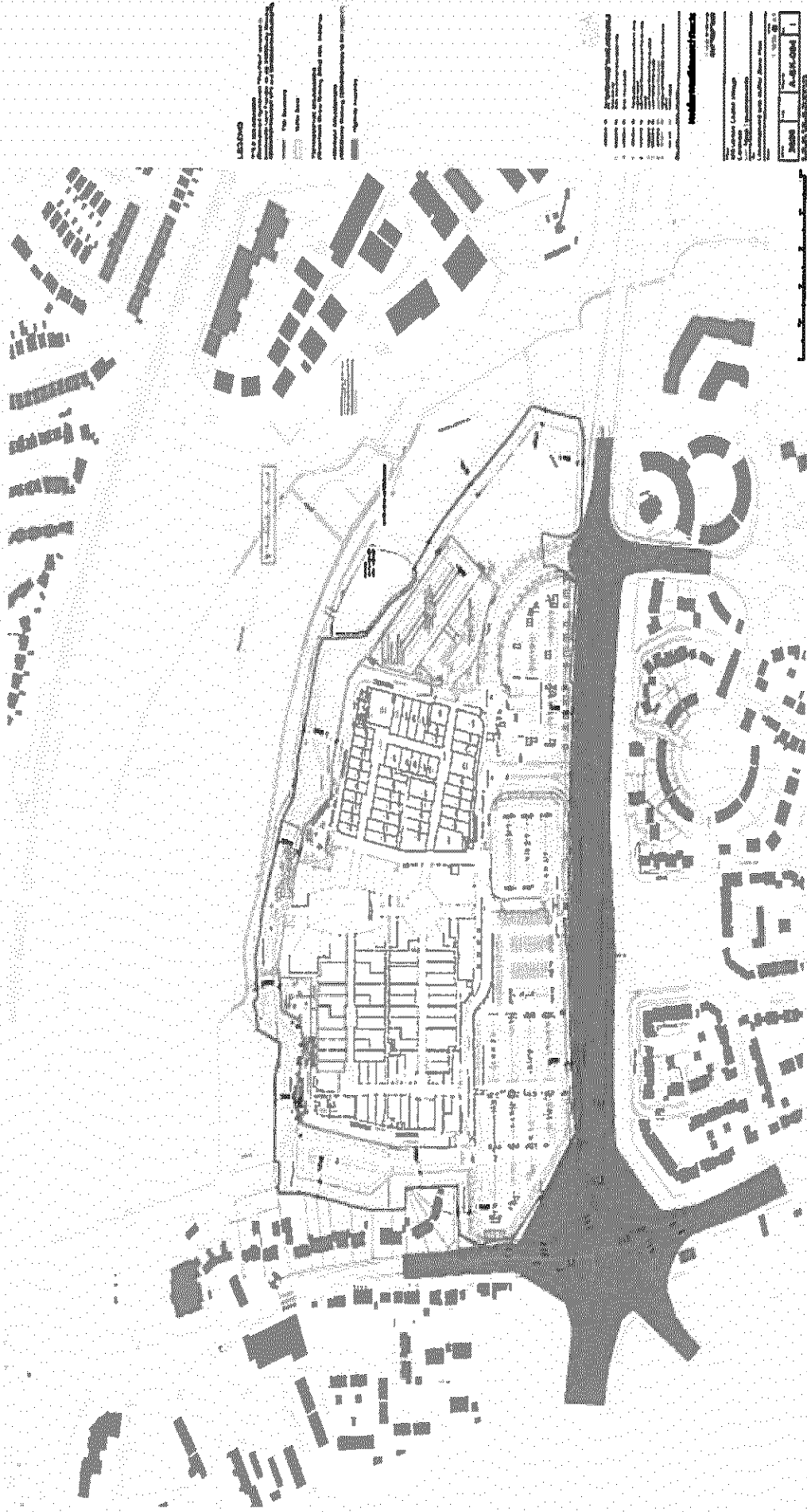
- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.
- (c) This Deed is designated a Finance Document.

### 5. GOVERNING LAW

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

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

# SCHEDULE 1 PROPERTY PLANS





## SIGNATORIES

### Chargors

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



In the presence of:



Witness's signature:

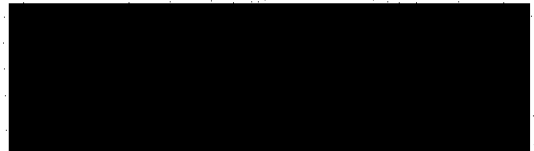
Liron Meister  
Solicitor of England and Wales  
SRA No. 449564

Name of witness:

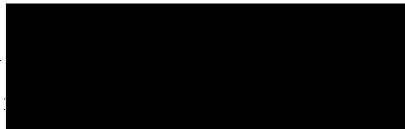
McArthurGlen UK Limited  
Nations House, 103 Wigmore Street  
London W1U 1WH

Address:

EXECUTED AS A DEED by )  
CANNOCK DESIGNER OUTLET (GP) LIMITED )  
acting by GARY BOND )



In the presence of:



Witness's signature:

Liron Meister  
Solicitor of England and Wales  
SRA No. 449564

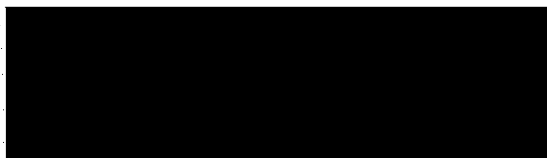
Name of witness:

McArthurGlen UK Limited  
Nations House, 103 Wigmore Street  
London W1U 1WH

Address:

EXECUTED AS A DEED by  
CANNOCK DESIGNER OUTLET  
(NOMINEE 1) LIMITED  
acting by GARY BOND

)  
)  
)  
)



In the presence of:



Witness's signature:

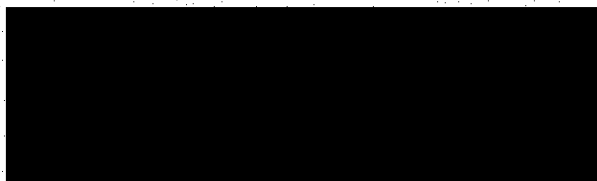
Liron Meister  
Solicitor of England and Wales  
SRA No. 449564  
McArthurGlen UK Limited  
Nations House, 103 Wigmore Street  
London W1U 1WH

Name of witness:

Address:

EXECUTED AS A DEED by  
CANNOCK DESIGNER OUTLET  
(NOMINEE 2) LIMITED  
acting by GARY BOND

)  
)  
)  
)



In the presence of:



Witness's signature:

Liron Meister  
Solicitor of England and Wales  
SRA No. 449564  
McArthurGlen UK Limited  
Nations House, 103 Wigmore Street  
London W1U 1WH

Name of witness:

Address:

**Security Agent**

**CBRE LOAN SERVICES LIMITED**

**By:**



**DOLORES GUCKION  
AUTHORISED SIGNATORY**

**By:**



**PIOTR TOKARSKI  
AUTHORISED SIGNATORY**