



**Registration of a Charge**

Company name: **INTU MH INVESTMENTS LIMITED**

Company number: **02808020**



X9BDXZ0P

Received for Electronic Filing: **14/08/2020**

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**Details of Charge**

Date of creation: **10/08/2020**

Charge code: **0280 8020 0025**

Persons entitled: **WELLS FARGO BANK, N.A., LONDON BRANCH**

Brief description: **N/A.**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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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: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 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: 2808020

Charge code: 0280 8020 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2020 and created by INTU MH INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2020 .

Given at Companies House, Cardiff on 17th August 2020

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

## **CONFIRMATORY SECURITY AGREEMENT**

DATED 10 August 2020

**THE ENTITIES LISTED IN SCHEDULE 1  
as Chargors**

**and**

**WELLS FARGO BANK, N.A., LONDON BRANCH  
as Security Agent**

**ALLEN & OVERY**

**Allen & Overy LLP**

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THIS DEED is dated 10 August 2020 and is made BETWEEN:

- (1) THE ENTITIES LISTED IN SCHEDULE 1 as chargors (each a **Chargor** and together the **Chargors**); and
- (2) **WELLS FARGO BANK, N.A., LONDON BRANCH** (the **Security Agent**) as security trustee for each of the Secured Parties (as defined in the Facility Agreement as defined below).

**BACKGROUND:**

- (A) Pursuant to a security agreement dated 20 July 2017 between the Chargors and the Security Agent (the **Original Security Agreement**), each Chargor created Security over certain of its 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) The Facility Agreement has been amended by a supplemental agreement dated on or about the date of this Deed between, among others, the Chargors and the Security Agent (the **Supplemental Agreement**).
- (C) The Chargors and the Security Agent consider that the Security created by the Chargors under the Original Security Agreement secures payment of the Secured Liabilities (as defined below), but enter into this Deed in case it does not.
- (D) This Deed is supplemental to the Original Security Agreement.
- (E) 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. INTERPRETATION**

- (a) In 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 Obligor to any Secured Party under each Finance Document including, without limitation, those obligations and liabilities as they are amended by the Supplemental Agreement or increased as a result of the establishment of any new or incremental facility under any Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening sections 678 or 679 of the Companies Act 2006.
- (b) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (c) The provisions of clause 1.2 (Construction) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement will be construed as references to this Deed.
- (d) The provisions of paragraph (f) of clause 1.2 (Construction) of the Facility Agreement shall apply to this Deed as though they were set out in full in this Deed, except that references to the Finance Documents will be construed as references to this Deed.
- (e) Any reference in this Deed to:

- (i) a **Finance Document** or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
- (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, 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 relation to that share, 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.
- (f) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
  - (g) 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.
  - (h) If the Security Agent considers (acting reasonably) 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.
  - (i) Unless the context otherwise requires, a reference to a **Security Asset** includes:
    - (i) the proceeds of any disposal of that Security Asset; and
    - (ii) any present and future assets of that type.

## 1.2 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed 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 to this Deed 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, discharge 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) If the rights of a Chargor under a Relevant Contract cannot be secured without the consent of a party to that document:
  - (i) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and
  - (ii) if the Security Agent requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (d) All the security created under this Deed:
  - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities; and
  - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (e) Where this Deed purports to create a first ranking Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Original Security Agreement until such time as the Security created by the Original Security Agreement ceases to have effect.
- (f) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

### **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 now owned by it; this includes the real property (if any) specified in part 1 of schedule 2 (Security Assets) to the Original Security Agreement (which is reproduced in Schedule 2 (Real Property) to this Deed); and
  - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it.
- (b) A reference in this Clause 2.2 (Land) 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 Investments**

Each Chargor charges:

- (a) by way of a first mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, including without limitation all Shares belonging to it on the date of this Deed; and
- (b) (to the extent that they are not the subject of a mortgage under sub-paragraph (a) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.

### **2.4 Limited Partnership Interests**

- (a) Each Chargor charges by way of a first fixed charge all of the Limited Partnership Interest owned by it or held by any nominee on its behalf.
- (b) Each Chargor charges by way of a first fixed charge all of its LP Subordinated Interests.

### **2.5 Accounts**

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (other than an account referred to in paragraph (a) of the definition of Permitted Accounts) and the debt represented by it.

### **2.6 Book debts etc.**

Each Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) 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 (b) above.

## **2.7 Contracts**

Each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document;
- (b) in respect of all Rental Income;
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document;
- (d) under each appointment of a Managing Agent;
- (e) under each appointment of an asset manager; and
- (f) the agreements (if any) specified in part 5 of schedule 2 (Security Assets) to the Original Security Agreement under its name under the heading **Relevant Contracts**.

## **2.8 Hedging**

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

## **2.9 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.

## **2.10 Insurances**

Each Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

## **2.11 Intellectual property**

Each Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above, in each case whether registered or not and including all applications for the same.

## **2.12 Miscellaneous**

Each Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;

- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

### **2.13 Floating charge**

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause 2.13 (Floating charge) 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 2.13 (Floating charge) 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 2.13 (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a 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 2.13 (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### **3. RESTRICTIONS ON DEALINGS**

No Chargor may:

- (a) except as created under this Deed or the Original Security Agreement, create or permit to subsist any Security on any Security Asset; or
  - (b) sell transfer, license, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Facility Agreement.

#### 4. INCORPORATION

The provisions of clause 3 (Representations - General) to 22 (Release) (inclusive) (other than clause 4 (Restrictions on Dealings), clause 5.4 (Land Registry)), clause 5.5 (Deposit of title deeds) and clause 6.2 (Deposit) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

#### 5. LAND REGISTRY

- (a) 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 Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate (other than (A) a lease for a term expiring less than 21 years after the date of the lease or (B) the grant of easements contained in an occupational lease of any part of the land in this title for a term expiring less than 21 years after the date of the lease) is to be registered without (a) a certificate signed by the proprietor of the registered estate or its conveyancer stating that the provisions of clause 3 (Restrictions on Dealings) of the Deed (the Deed) referred to in the charges register dated [ ] between the entities listed therein as Chargors and Wells Fargo Bank, N.A., London Branch (as security agent for the Finance Parties) have been complied with or (b) the written consent of the proprietor for the time being of the Deed or its conveyancer."

- (b) Notwithstanding paragraph (a) above, in the event that Land Registry refuses to enter the restriction contained in paragraph (a) above on the Register of Title relating to any Mortgaged Property, 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 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 or without a certificate signed by a conveyancer that the provisions of clause 3 of the English Security Agreement dated [ ] between (1) [ ] and (2) [ ] have been complied with or that they do not apply to the disposition."

#### 6. DEPOSIT OF TITLE DEEDS

Each Chargor must, to the extent that the same are; (i) not already in the Security Agent's possession (whether pursuant to the terms of this Deed or the Original Security Agreement); or (ii) not covered by any undertaking to hold the documents and deeds of title to the Mortgaged Property to the order of the Security Agent pursuant to, or as a result of, the provisions of the Original Security Agreement:

- (a) deposit with the Security Agent all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of that Chargor; or
- (b) procure that its solicitors grant an undertaking (in form and substance satisfactory to the Security Agent (acting reasonably)) in favour of the Security Agent to hold all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of that Chargor to the order of the Security Agent.

**7. INVESTMENTS – DEPOSIT**

Each Chargor must, to the extent not already in the Security Agent's possession:

- (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 of its Investments; 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 or otherwise obtain a legal title to any of its Investments.

**8. MISCELLANEOUS**

- (a) The Original Security Agreement will remain in full force and effect.
- (b) This Deed is a Finance Document.

**9. 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

## CHARGORS

Name of Chargor	Registered number
Intu Finance MH Limited	08363572
Intu Merry Hill Limited	115097
Intu Merry Hill 2 Limited	115098
Intu MH Phase 1 Limited	04731207
Intu MH Acquisitions Limited	02458787
Crossmane Limited	03524841
Intu MH Investments Limited	02808020
Intu MH Waterfront Limited	03806198
Cable Plaza Limited	03786481
Intu MH Parking Limited	06012126
MH (No.1) Limited Partnership (acting by its general partner MH (No.1) General Partner Limited)	LP011738
MH (No.2) Limited Partnership (acting by its general partner MH (No.2) General Partner Limited)	LP011739
MH (No.3) Limited Partnership (acting by its general partner MH (No.3) General Partner Limited)	LP011740
MH (No.4) Limited Partnership (acting by its general partner MH (No.4) General Partner Limited)	LP011741
MH (No.5) Limited Partnership (acting by its general partner MH (No.5) General Partner Limited)	LP011742
MH (No.6) Limited Partnership (acting by its general partner MH (No.6) General Partner Limited)	LP011743
MH (No.7) Limited Partnership (acting by its	LP011744

general partner MH (No.7) General Partner Limited)	
MH (No.8) Limited Partnership (acting by its general partner MH (No.8) General Partner Limited)	LP011745
MH (No.1) Nominee A Limited	6004246
MH (No.1) Nominee B Limited	6004248
MH (No.2) Nominee A Limited	6004272
MH (No.2) Nominee B Limited	6004279
MH (No.3) Nominee A Limited	6004276
MH (No.3) Nominee B Limited	6004280
MH (No.4) Nominee A Limited	6004273
MH (No.4) Nominee B Limited	6004278
MH (No.5) Nominee A Limited	6004310
MH (No.5) Nominee B Limited	6004305
MH (No.6) Nominee A Limited	6004306
MH (No.6) Nominee B Limited	6004292
MH (No.7) Nominee A Limited	6004302
MH (No.7) Nominee B Limited	6004293
MH (No.8) Nominee A Limited	6004299
MH (No.8) Nominee B Limited	6004296
MH (No.1) General Partner Limited	6002797
MH (No.2) General Partner Limited	6002775
MH (No.3) General Partner Limited	6002780
MH (No.4) General Partner Limited	6002783
MH (No.5) General Partner Limited	6002793
MH (No.6) General Partner Limited	6002784
MH (No.7) General Partner Limited	6002776
MH (No.8) General Partner Limited	6002719

Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.1) Jersey Unit Trust.
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.2) Jersey Unit Trust.
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.3) Jersey Unit Trust.
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.4) Jersey Unit Trust.
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.5) Jersey Unit Trust.
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.6) Jersey Unit Trust.
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.7) Jersey Unit Trust.
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.8) Jersey Unit Trust.
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.1) Sub-Trust
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.2) Sub-Trust
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.3) Sub-Trust
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.4) Sub-Trust
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.5) Sub-Trust
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.6) Sub-Trust
Merry Hill Trustee No.1 Limited in its capacity as trustee of Intu MH (No.7) Sub-Trust



**SCHEDULE 2**  
**REAL PROPERTY**

<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
1. Merry Hill Shopping Centre and Retail Warehouse Phase 1	WM378447 (FH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM311288 (FH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM422833 (FH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM523357 (FH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM685292 (FH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM524058 (LH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM524070 (LH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM612193 (LH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	P183475 (FH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited

<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
	WM150336 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM791042 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM283084 (FH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM372522 (LH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM437247 (LH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM708435 (LH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM575227 (LH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM 961250 (LH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No.1) Nominee B Limited
	WM377677 (FH)	MH (No.1) Limited Partnership acting through MH (No.1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
2. Retail Warehouse Park Phase 2	WM370086 (FH)	MH (No.2) Limited Partnership acting through MH (No.2) General Partner Limited	MH (No.2) Nominee A Limited and MH (No.2) Nominee B Limited

<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
	WM 897997 (FH)	MH (No.2) Limited Partnership acting through MH (No. 2) General Partner Limited	MH (No. 2) Nominee A Limited and MH (No. 2) Nominee B Limited
3. Waterfront Offices, Waterfront Leisure and Waterfront Car Park Site	WM352428 (FH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM607096 (FH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM594351 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM569454 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM330936 (FH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM772138 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM772136 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM589148 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM707310 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited

<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
	WM707313 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM493717 (FH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM593711 (FH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM713341 (FH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM677326 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM500165 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM677322 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM677323 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM677324 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM677327 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited

<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
	WM677328 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM677330 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM677332 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM677333 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM677334 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM812400 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM524071 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM495328 (FH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM495877 (FH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM495878 (FH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited

<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
	WM770514 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466454 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466445 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466457 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466449 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466458 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466448 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM770512 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM493715 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM770513 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited

<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
4. Sterling Park Industrial Estate	WM770328 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM770330 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466456 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466455 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466447 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM466459 (LH)	MH (No.4) Limited Partnership acting through MH (No.4) General Partner Limited	MH (No.4) Nominee A Limited and MH (No.4) Nominee B Limited
	WM637462 (LH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM524401 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	MM1984 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM987769 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited

	<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
5.	Pedmore Road Petrol Filling Station, Land North of Level Street, Two Woods Lane, Brier School, Former McDonalds Site (comprising land at Level Street, Merryhill Shopping Centre, Brierley Hill, Dudley, West Midlands) and Leisure Plateau	WM672980 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
		WM346524 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
		WM313922 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
		SF40679 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
		SF48604(FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
		SF56695 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
		WM263681 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
		SF61102 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
		WM707590	MH (No.6) Limited	MH (No.6) Nominee A



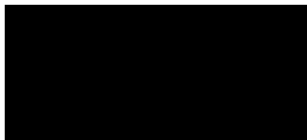
<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
	(FH)	Partnership acting through MH (No.6) General Partner Limited	Limited and MH (No.6) Nominee B Limited
	WM664994 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM183730 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM785000 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM777800 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM877425 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	SF104122 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM682201 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM897999 (FH)	MH (No.6) Limited Partnership acting through MH (No.6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No.6) Nominee B Limited
	WM898014 (FH)	MH (No.1) Limited Partnership acting through MH (No. 1) General Partner Limited	MH (No.1) Nominee A Limited and MH (No. 1) Nominee B Limited
6. Canal Walk – Daniel's Land	WM282864 (FH)	MH (No.7) Limited Partnership acting through	MH (No.7) Nominee A Limited and MH (No.7)

<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
		MH (No.7) General Partner Limited	Nominee B Limited
	WM684601 (FH)	MH (No.7) Limited Partnership acting through MH (No.7) General Partner Limited	MH (No.7) Nominee A Limited and MH (No.7) Nominee B Limited

## SIGNATORIES

### Chargors

EXECUTED AS A DEED by )  
INTU FINANCE MH LIMITED )  
acting by: D.K. DUGGINS )



Director

In the presence of: .....



Witness's signature: .....

Name: ... P.A. CRESSWELL ...

Address:

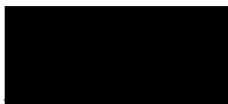


EXECUTED AS A DEED by )  
INTU MERRY HILL LIMITED )  
acting by D.K. DUGGINS )



Director

In the presence of:



Witness's signature: .....

Name: ... P.A. CRESSWELL ...

Address: ..



EXECUTED AS A DEED by  
INTU MERRY HILL 2 LIMITED  
acting by

GARY HOSKINS

Director

In the presence of:

Witness's signature:

Name: S.L. HOSKINS

Address:

EXECUTED AS A DEED by  
INTU MH PHASE 1 LIMITED  
acting by

GARY HOSKINS

Director

In the presence of:

Witness's signature:

Name: S.L. HOSKINS

Address:

EXECUTED AS A DEED by  
INTU MH ACQUISITIONS LIMITED  
acting by

GARY HOSKINS

Director

In the presence of:

Witness's signature:

Name: S.L. HOSKINS

Address:

EXECUTED AS A DEED by  
CROSSMANE LIMITED  
acting by

GARY HOSKINS

Director

In the presence of:

Witness's signature:

Name: S.L. HOSKINS

Address:

EXECUTED AS A DEED by  
INTU MH INVESTMENTS LIMITED  
acting by

GARY HOSKINS

Director

In the presence of:

Witness's signature:

Name: S.L. HOSKINS

Address:

EXECUTED AS A DEED by  
INTU MH WATERFRONT LIMITED  
acting by

GARY HOSKINS

Director

In the presence of:

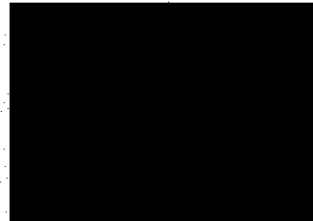
Witness's signature:

Name: S.L. HOSKINS

Address:

EXECUTED AS A DEED by  
CABLE PLAZA LIMITED  
acting by

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)  
)



GARY HOSKINS

Director

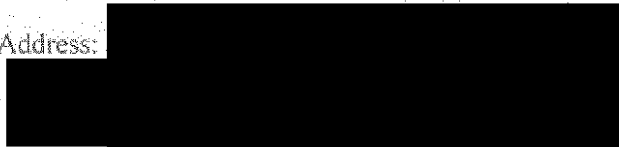
In the presence of:



Witness's signature:

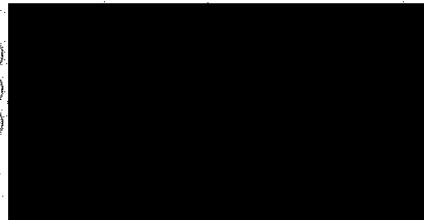
Name: S.L. HOSKINS

Address:



EXECUTED AS A DEED by  
INTU MH PARKING LIMITED  
acting by

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GARY HOSKINS

Director

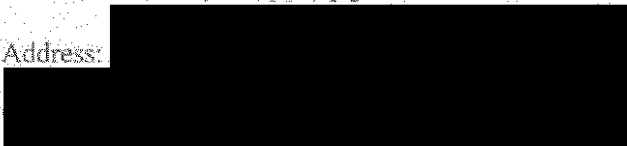
In the presence of:



Witness's signature:

Name: S.L. HOSKINS

Address:



EXECUTED AS A DEED by  
MH (NO.1) GENERAL PARTNER LIMITED  
acting by D.K. DUGGINS

)  
)  
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Director

In the presence of:

Witness's signature: ..

Name: P.A. CRESSWELL

Address: .

EXECUTED AS A DEED by  
MH (NO.2) GENERAL PARTNER LIMITED  
acting by D.K. DUGGINS

)  
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)

Director

In the presence of:

Witness's signature: ..

Name: P.A. CRESSWELL

Address: .

EXECUTED AS A DEED by  
MH (NO.3) GENERAL PARTNER LIMITED  
acting by D.K. DUGGINS

)  
)

Director

In the presence of:

Witness's signature: ....

Name: P.A. CRESSWELL

Address: ..

EXECUTED AS A DEED by )  
MH (NO.1) GENERAL PARTNER LIMITED )  
acting by )

Director

In the presence of:

Witness's signature:

Name: *S.L. HOSKINS*

Address:

EXECUTED AS A DEED by )  
MH (NO.2) GENERAL PARTNER LIMITED )  
acting by )

Director

In the presence of:

Witness's signature:

Name:

Address:

EXECUTED AS A DEED by )  
MH (NO.3) GENERAL PARTNER LIMITED )  
acting by )

*GARY HOSKINS*

Director

In the presence of:

Witness's signature:

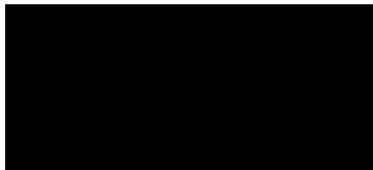
Name: *S.L. HOSKINS*

Address:



EXECUTED AS A DEED by  
MH (NO.4) GENERAL PARTNER LIMITED  
acting by D-K. DUGGINS

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Director

In the presence of:



Witness's signature: .....

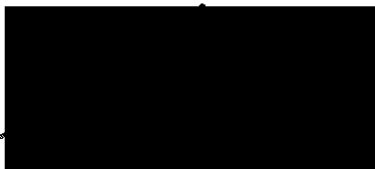
Name: P. A. CRESSWELL

Address: ...



EXECUTED AS A DEED by  
MH (NO.5) GENERAL PARTNER LIMITED  
acting by D-K. DUGGINS

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Director

In the presence of:



Witness's signature: .....

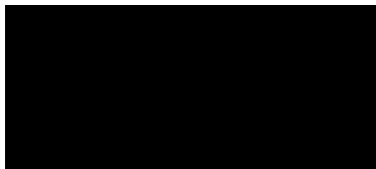
Name: P. A. CRESSWELL

Address: ...



EXECUTED AS A DEED by  
MH (NO.6) GENERAL PARTNER LIMITED  
acting by D-K. DUGGINS

)  
)  
)



Director

In the presence of:



Witness's signature: .....

Name: P. A. CRESSWELL

Address: ...



EXECUTED AS A DEED by )  
MH (NO.4) GENERAL PARTNER LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.5) GENERAL PARTNER LIMITED )  
acting by )

GARY HOSKINS

Director

In the presence of:

Witness's signature: .....

Name: S. L. HOSKINS

Address: .....

EXECUTED AS A DEED by )  
MH (NO.6) GENERAL PARTNER LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by  
MH (NO.7) GENERAL PARTNER LIMITED  
acting by J. K. DUGGINS

)  
)  
)

Director

In the presence of:

[Redacted]

Witness's signature: .....

Name: ..... P. A. CRESSWELL .....

Address: .....

[Redacted]

EXECUTED AS A DEED by  
MH (NO.8) GENERAL PARTNER LIMITED  
acting by J. K. DUGGINS

)  
)  
)

Director

In the presence of:

[Redacted]

Witness's signature: .....

Name: ..... P. A. CRESSWELL .....

Address: .....

[Redacted]

EXECUTED AS A DEED by )  
MH (NO.7) GENERAL PARTNER LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.8) GENERAL PARTNER LIMITED )  
acting by )

GARY HOSKINS

Director

In the presence of:

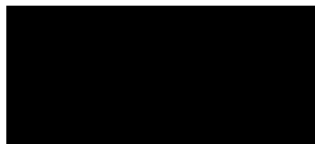
Witness's signature: .....

Name: S. L. HOSKINS .....

Address: .....

EXECUTED AS A DEED by  
**MH (NO.1) LIMITED PARTNERSHIP**  
acting by its general partner  
MH (No.1) General Partner Limited

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Director David Duggins

In the presence of:



Witness's signature: .....

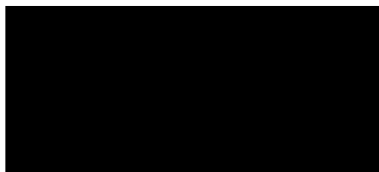
Name: ..... P. A. CRESSWELL .....

Address: .....



EXECUTED AS A DEED by  
**MH (NO.2) LIMITED PARTNERSHIP**  
acting by its general partner  
MH (No.2) General Partner Limited

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Director David Duggins

In the presence of:



Witness's signature: .....

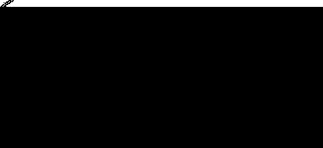
Name: ..... P. A. CRESSWELL .....

Address: .....



EXECUTED AS A DEED by )  
**MH (NO.3) LIMITED PARTNERSHIP**  
acting by its general partner  
MH (No.3) General Partner Limited

)  
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Director

In the presence of:



Witness's signature: .....

Name: ..... P. A. CRESSWELL .....

Address: .....



EXECUTED AS A DEED by )  
MH (NO.1) LIMITED PARTNERSHIP )  
acting by its general partner )  
MH (No.1) General Partner Limited )

Director:

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.2) LIMITED PARTNERSHIP )  
acting by its general partner )  
MH (No.2) General Partner Limited )

Director:

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.3) LIMITED PARTNERSHIP )  
acting by its general partner )  
MH (No.3) General Partner Limited )

GARY HOSKINS  
Director

In the presence of:

Witness's signature: ....

Name: S. L. HOSKINS

Address:

EXECUTED AS A DEED by  
**MH (NO.4) LIMITED PARTNERSHIP**  
acting by its general partner  
MH (No.4) General Partner Limited

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)  
)  
)

Director David Duggins

In the presence of:

[Redacted]

Witness's signature: .....

Name: ..... P. A. CRESSWELL .....

Address: ...  
[Redacted]

EXECUTED AS A DEED by  
**MH (NO.5) LIMITED PARTNERSHIP**  
acting by its general partner  
MH (No.5) General Partner Limited

)  
)  
)  
)

Director

In the presence of:

[Redacted]

Witness's signature: .....

Name: ..... P. A. CRESSWELL .....

Address: ...  
[Redacted]

EXECUTED AS A DEED by  
**MH (NO.6) LIMITED PARTNERSHIP**  
acting by its general partner  
MH (No.6) General Partner Limited

)  
)  
)  
)

Director David Duggins

In the presence of:

[Redacted]

Witness's signature: .....

Name: ..... 780 Chapin Ash ..... P. A. CRESSWELL .....

Address: ...  
[Redacted]

EXECUTED AS A DEED by )  
MH (NO.4) LIMITED PARTNERSHIP )  
acting by its general partner )  
MH (No.4) General Partner Limited )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.5) LIMITED PARTNERSHIP )  
acting by its general partner )  
MH (No.5) General Partner Limited )  
**GARY HOSKINS**  
Director

In the presence of:

Witness's signature: .....

Name: **S.L. Hoskins** .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.6) LIMITED PARTNERSHIP )  
acting by its general partner )  
MH (No.6) General Partner Limited )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....



EXECUTED AS A DEED by  
**MH (NO.7) LIMITED PARTNERSHIP**  
acting by its general partner  
MH (No.7) General Partner Limited

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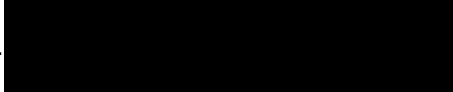
Director David Duggins

In the presence of:



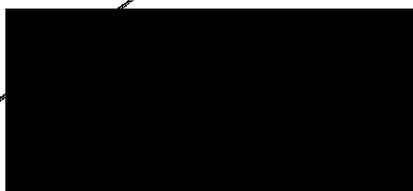
Witness's signature: .....

Name: ..... *P. A. CRESSWELL* .....

Address: ...  .....

EXECUTED AS A DEED by  
**MH (NO.8) LIMITED PARTNERSHIP**  
acting by its general partner  
MH (No.8) General Partner Limited

)  
)  
)  
)




Director

In the presence of:



Witness's signature: .....

Name: ..... *P. A. CRESSWELL* .....

Address: ...  .....

EXECUTED AS A DEED by  
MH (NO.7) LIMITED PARTNERSHIP  
acting by its general partner  
MH (No.7) General Partner Limited

Director:

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by  
MH (NO.8) LIMITED PARTNERSHIP  
acting by its general partner  
MH (No.8) General Partner Limited  
*GARY HOSKINS*  
Director

In the presence of:

Witness's signature: .....

Name: *S. L. HOSKINS* .....

Address: .....

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.1) Jersey Unit Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.2) Jersey Unit Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.3) Jersey Unit Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.4) Jersey Unit Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.5) Jersey Unit Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.6) Jersey Unit Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.7) Jersey Unit Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company in its capacity as trustee of )  
Intu MH (No.8) Jersey Unit Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.1) Sub-Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**



Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company in its capacity as trustee of )  
Intu MH (No.2) Sub-Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**



Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.3) Sub-Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**



Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MII (No.4) Sub-Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.5) Sub-Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.6) Sub-Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**


\_\_\_\_\_

Signature of authorised signatory

EXECUTED AS A DEED by )  
**MERRY HILL TRUSTEE NO.1 LIMITED**, a company )  
incorporated in Jersey, acting by Alex King )  
who, in accordance with the laws of that territory, is acting )  
under the authority of the company, in its capacity as trustee of )  
Intu MH (No.7) Sub-Trust )

Signature in the name of the company

**MERRY HILL TRUSTEE NO.1 LIMITED**

\_\_\_\_\_  


Signature of authorised signatory

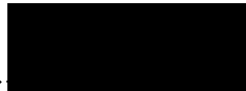


EXECUTED AS A DEED by )  
MH (NO.1) NOMINEE A LIMITED )  
acting by D.K. DUCKINS )



Director

In the presence of:



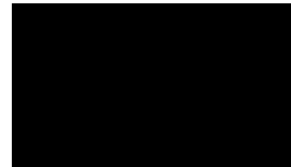
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Name: ..... P. A. CRESSWELL

Address: ....

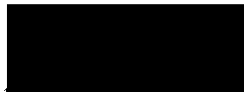


EXECUTED AS A DEED by )  
MH (NO.1) NOMINEE B LIMITED )  
acting by D.K. DUCKINS )



Director

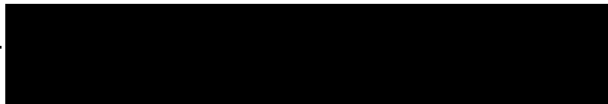
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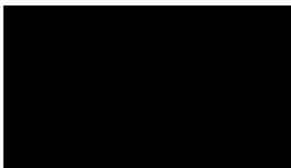
Witness's signature: .....

Name: ..... P. A. CRESSWELL

Address: ...



EXECUTED AS A DEED by )  
MH (NO.2) NOMINEE A LIMITED )  
acting by D.K. DUCKINS )



Director

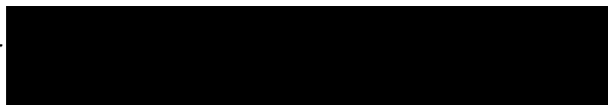
In the presence of:



Witness's signature: .....

Name: ..... P. A. CRESSWELL

Address: .....

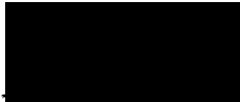


EXECUTED AS A DEED by )  
MH (NO.2) NOMINEE B LIMITED )  
acting by D.K. DUGGINS )



Director

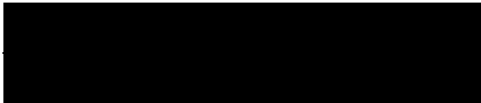
In the presence of:



Witness's signature: ....

Name: ..... P.A. CRESSWELL

Address: .....

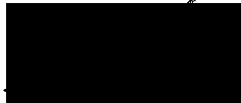


EXECUTED AS A DEED by )  
MH (NO.3) NOMINEE A LIMITED )  
acting by D.K. DUGGINS )



Director

In the presence of:



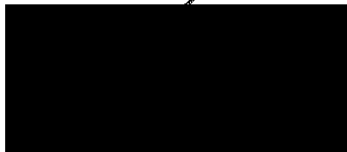
Witness's signature: ....

Name: ..... P.A. CRESSWELL

Address: .....



EXECUTED AS A DEED by )  
MH (NO.3) NOMINEE B LIMITED )  
acting by D.K. DUGGINS )



Director

In the presence of:



Witness's signature: ....

Name: ..... P.A. CRESSWELL

Address: .....



EXECUTED AS A DEED by )  
MH (NO.2) NOMINEE B LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.3) NOMINEE A LIMITED )  
acting by )

GARY HOSKINS

Director

In the presence of:

Witness's signature: .....

Name: .. S.L. HOSKINS .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.3) NOMINEE B LIMITED )  
acting by )

GARY HOSKINS

Director

In the presence of:

Witness's signature: .....

Name: .. S.L. HOSKINS .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.4) NOMINEE A LIMITED )  
acting by D.K. DUGGINS )



Director

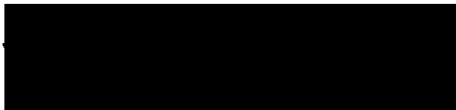
In the presence of:



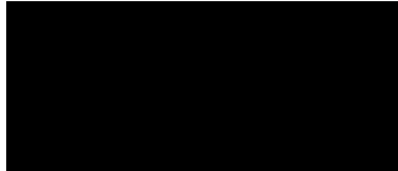
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Name: ..... P.A. CRESSWELL .....

Address: ....

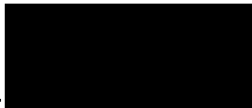


EXECUTED AS A DEED by )  
MH (NO.4) NOMINEE B LIMITED )  
acting by D.K. DUGGINS )



Director

In the presence of:



Witness's signature: ..

Name: ..... P.A. CRESSWELL .....

Address: ....



EXECUTED AS A DEED by )  
MH (NO.5) NOMINEE A LIMITED )  
acting by D.K. DUGGINS )



Director

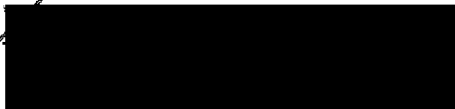
In the presence of:



Witness's signature: ..

Name: ..... P.A. CRESSWELL .....

Address: .....



EXECUTED AS A DEED by )  
MH (NO.4) NOMINEE A LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.4) NOMINEE B LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.5) NOMINEE A LIMITED )  
acting by )

GARY HOSKINS

Director

In the presence of:

Witness's signature: .....

Name: S.L. HOSKINS

Address: .....

EXECUTED AS A DEED by )  
MH (NO.5) NOMINEE B LIMITED )  
acting by )

GARY HOSKINS

Director

In the presence of:

Witness's signature: .....

Name: S.L. HOSKINS

Address: .....

EXECUTED AS A DEED by )  
MH (NO.6) NOMINEE A LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.6) NOMINEE B LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by  
MH (NO.5) NOMINEE B LIMITED  
acting by D.K. DUGGINS



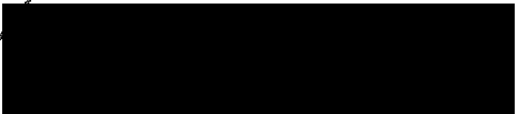
Director

In the presence of:

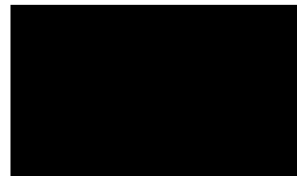


Witness's signature: .....

Name: ..... P.A. CRESSWELL .....

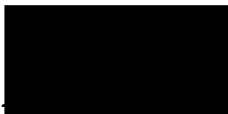
Address: .....  


EXECUTED AS A DEED by  
MH (NO.6) NOMINEE A LIMITED  
acting by D.K. DUGGINS




Director

In the presence of:

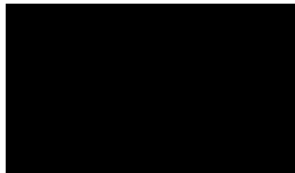


Witness's signature: .....

Name: ..... P.A. CRESSWELL .....

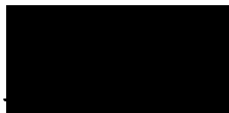
Address: .....  


EXECUTED AS A DEED by  
MH (NO.6) NOMINEE B LIMITED  
acting by D.K. DUGGINS



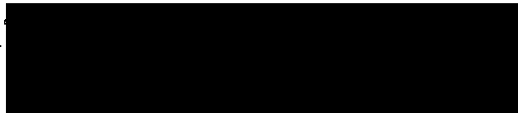
Director

In the presence of:



Witness's signature: .....

Name: ..... P.A. CRESSWELL .....

Address: .....  


EXECUTED AS A DEED by )  
MH (NO.7) NOMINEE A LIMITED )  
acting by D.K. DUGGINS )

Director

In the presence of:

Witness's signature: ...

Name: ..... P.A. CRESSWELL

Address: ....

EXECUTED AS A DEED by )  
MH (NO.7) NOMINEE B LIMITED )  
acting by D.K. DUGGINS )

Director

In the presence of:

Witness's signature: ...

Name: ..... P.A. CRESSWELL

Address: ....

EXECUTED AS A DEED by )  
MH (NO.8) NOMINEE A LIMITED )  
acting by D.K. DUGGINS )

Director

In the presence of:

Witness's signature: ...

Name: ..... P.A. CRESSWELL

Address: ....



EXECUTED AS A DEED by )  
MH (NO.7) NOMINEE A LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.7) NOMINEE B LIMITED )  
acting by )

Director

In the presence of:

Witness's signature: .....

Name: .....

Address: .....

EXECUTED AS A DEED by )  
MH (NO.8) NOMINEE A LIMITED )  
acting by )

GARY HOSKINS

Director

In the presence of:

Witness's signature: .....

Name: S. L. HOSKINS

Address: .....

EXECUTED AS A DEED by )  
MH (NO.8) NOMINEE B LIMITED )  
acting by )

GARY HOSKINS

Director

In the presence of:

Witness's signature:

Name: S. L. HOSKINS

Address:

**Security Agent**

EXECUTED AS A DEED by )  
**WELLS FARGO BANK, N.A., LONDON BRANCH,** )  
a company incorporated in United States of America, )  
acting by MICHAELA ROBINSON )  
who, in accordance with the laws of that territory, is acting under )  
the authority of the company. )

Signature in the name of the company

**WELLS FARGO BANK, N.A., LONDON BRANCH**



Signature of authorised signatory