


MR01

Particulars of a charge

237511/23



**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

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Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the charge  
instrument Use form MR01

TUESDAY



LD2


\*LSA3DNQB\*

28/06/2016

#5

COMPANIES HOUSE

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

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

**1 Company details**

Company number 03348583

Company name in full Intu MH Group Limited

For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 02/06/2016

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Deutsche Bank AG, London Branch

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Mark Aringill*  
(on behalf of the Chargee) 27.06.2016 X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Katie Sullivan

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country London

DX

Telephone 02030880000



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following**

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

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

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

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



### Further information

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

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 3348583

Charge code: 0334 8583 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2016 and created by INTU MH GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2016.

Given at Companies House, Cardiff on 30th June 2016



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

EXECUTION VERSION

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

**ENGLISH SECURITY AGREEMENT**

*Allen & Overy LLP*  
24.06.2016

DATED 22 June 2016

**BETWEEN**

**THE ENTITIES LISTED IN SCHEDULE 1**

**- and -**

**DEUTSCHE BANK AG, LONDON BRANCH**

**ALLEN & OVERY**

Allen & Overy LLP

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**THIS DEED** is dated 22 June 2016 and is made

**BETWEEN**

- (1) **THE ENTITIES** listed in Schedule 1 as chargors (each a **Chargor**), and
- (2) **DEUTSCHE BANK AG, LONDON BRANCH** (the **Security Agent**) as agent and security trustee for the Finance 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

**Account** means a Collection Account, a Debt Service Account, a VAT Account, a Deposit Account, a Tenant Deposit Account, a General Account and/or a Service Charge Account

**Account Bank** means, in relation to an Account, the bank with which the Account is maintained

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

**Collection Account** means in respect of a **Chargor**, any account specified as such against its name in Part 4 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Collection Account is transferred, and
- (b) any account which is a successor to a Collection Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Collection Account is transferred for investment or administrative purposes

**Debt Service Account** means in respect of a **Chargor**, any account specified as such against its name in Part 4 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Debt Service Account is transferred, and
- (b) any account which is a successor to a Debt Service Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Debt Service Account is transferred for investment or administrative purposes

**Deposit Account** means in respect of a Chargor, any account specified as such against its name in Part 4 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Deposit Account is transferred, and
- (b) any account which is a successor to a Deposit Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Deposit Account is transferred for investment or administrative purposes

**Facility Agreement** means the £500,000,000 Facility Agreement dated on or around the date of this Deed between (among others) the Chargors, the Agent and the Security Agent

**General Account** means in respect of a Chargor, any account specified as such against its name in Part 4 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a General Account is transferred, and
- (b) any account which is a successor to a General Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a General Account is transferred for investment or administrative purposes

**Investments** means

- (a) the Shares,
- (b) all other shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets,
- (c) any dividend or interest paid or payable in relation to any of the above, and
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

**Limited Partnership Interest** means the Partnership Interest (as defined in the Limited Partnership Agreement) of a Chargor in a Limited Partnership, which as at the date of this Deed are as set out in Part 3 of Schedule 2 (Security Assets)

**LP Subordinated Interests** means the Subordinated Interests (as defined in the Limited Partnership Agreement to which it is a party) of a Chargor

**Party** means a party to this Deed

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

**Restricted Account** means a Deposit Account and/or a Debt Service Account

**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 Chargor to any Finance Party under each Finance Document, except for any obligation which,



if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006

**Security Assets** means all assets of each Chargor the subject of 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 the Security Agent (acting reasonably) is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

**Service Charge Account** means in respect of a Chargor, any account specified as such against its name in Part 4 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Service Charge Account is transferred, and
- (b) any account which is a successor to a Service Charge Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Service Charge Account is transferred for investment or administrative purposes

**Shares** means, in relation to a Chargor, the shares in any member of the Borrower Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares identified in respect of that Chargor in Part 2 of Schedule 2 (Security Assets))

**Tenant Deposit Account** means in respect of a Chargor, any account specified as such against its name in Part 4 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Tenant Deposit Account is transferred, and
- (b) any account which is a successor to a Tenant Deposit Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Tenant Deposit Account is transferred for investment or administrative purposes

**VAT Account** means in respect of a Chargor, any account specified as such against its name in Part 4 of Schedule 2 (Security Assets) and includes

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a VAT Account is transferred, and
- (b) any account which is a successor to a VAT Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a VAT Account is transferred for investment or administrative purposes

## **1.2 Construction**

- (a) Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning 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 any 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) the term **this Security** means any security created by this Deed, and
  - (iv) 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
- (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 (acting reasonably) considers that an amount paid to a Finance 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
- (i) the proceeds of any disposal of that Security Asset, and
  - (ii) any present and future assets of that type

### 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 Finance Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to this Clause 1.3 (Third party rights) 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 performance 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 Finance 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 now owned by it, this includes the real property (if any) specified in Part 1 of Schedule 2 (Security Assets), and
  - (ii) (to the extent that they are not the subject of a mortgage under sub-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 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**

- (a) Each Chargor charges
  - (i) by way of a first mortgage all shares in any member of the Borrower Group (other than itself) owned by it or held by any nominee on its behalf, including without limitation all Shares belongs to it on the date of this Deed, and

- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) 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
- (b) A reference in this Clause to a mortgage or charge of any stock, share, debenture, bond or other security includes
  - (i) any dividend or interest paid or payable in relation to it, and
  - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

#### **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) A reference in this Subclause to a mortgage or charge of any limited partnership interest, stock, share, debenture, bond or other security includes
  - (i) any dividends, interest, revenues, income, distributions, and proceeds of any kind, whether cash, instruments, securities, or other property, received by or distributable to it, and
  - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise
- (c) 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 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, and
- (e) the agreements (if any) specified in Part 5 of Schedule 2 (Security Assets) under its name under the heading **Relevant Contracts**

## **2.8 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

## **2.9 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

## **2.10 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

## **2.11 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

## **2.12 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 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 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 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**

- (a) Subject to paragraph (b) below and registration as contemplated in clause 16.9 of the Facility Agreement, each Chargor represents and warrants to each Finance Party that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise
- (b) Paragraph (a) above shall be read subject to the qualification that a charge that purports to be a fixed charge may be a floating charge

#### **3.2 PSC regime**

As at the date of this Deed, it has complied in all respects with its obligations under Part 21A of the Companies Act 2006 in relation to any Shares subject to any Security Interest created by it under this Deed

#### **3.3 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 and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by each Chargor on each date on which any of the representations and warranties set out in clause 16 (Representations and Warranties) of the Facility Agreement are repeated by reference to the facts and circumstances then existing

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

No Chargor may

- (a) create or permit to subsist any Security Interest on any Security Asset, or
  - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Facility Agreement

#### **5. LAND**

##### **5.1 General**

In this Clause

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Asset

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

Each Chargor must

- (a) on the request of the Security Agent following the occurrence of an Event of Default which is outstanding, promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of Letter for Occupational Tenants), on each tenant of the Mortgaged Property, and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (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 immediately,
- (b) immediately on request by the Security Agent and at the cost of that 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 in the Register of Title against that title at H M Land Registry,

except if the property is acquired as a Permitted Acquisition

##### **5.4 H.M. 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 H M 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 4 (Restrictions on Dealings) of the Deed (the "Deed") referred to in the charges register dated [ ] between the entities listed therein as Chargors and Deutsche Bank AG, 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 H M 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 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 or without a certificate signed by a conveyancer that the provisions of clause 4 of the English Security Agreement dated [ ] between (1) [ ] and (2) [ ] have been complied with or that they do not apply to the disposition "

## **5.5 Deposit of title deeds**

Each Chargor must

- (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

## **6. INVESTMENTS**

### **6.1 Investments**

Subject to clause 16.1 and clause 16.29 of the Facility Agreement, Each Chargor represents and warrants to each Finance Party that

- (a) its Shares and, to the extent applicable, its other Investments are fully paid,
- (b) as at the Drawdown Date, its Shares represent the whole of the issued share capital of the relevant member of the Borrower Group as identified in Part 2 of Schedule 2 (Security Assets), and
- (c) as at the Drawdown Date and in the case of Shares to be acquired pursuant to the Acquisition, once registered in the register of members of the relevant Company, it is the sole legal and beneficial owner of its Investments



## **6.2 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 of its Shares, 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 Shares

## **6.3 Changes to rights**

No Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further shares in any immediate Subsidiary being issued, save to the extent permitted under the Facility Agreement

## **6.4 Calls**

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Shares
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments on behalf of that Chargor. That Chargor must within 5 Business Days' of request reimburse the Security Agent for any payment made by the Security Agent under this Clause

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

- (a) Each Chargor must promptly copy to the Security Agent and comply with all requests for information which is 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 Shares. 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 of its Shares
- (c) The Security Agent is not obliged to
  - (i) perform any obligation of a Chargor,
  - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor, or
  - (iii) 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

## **6.6 Voting rights**

- (a) Before this Security becomes enforceable

- (i) the Chargor shall be entitled to exercise or direct the exercise of the voting rights, powers and other rights in respect of the Investments, and
  - (ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the relevant Chargor
- (b) After this Security has become enforceable, the Security Agent may exercise (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 powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

## **6.7 PSC Regime**

Each Chargor must

- (a) comply on time with any with any notice it receives under section 790D or 790E of the Companies Act 2006, and
- (b) promptly notify the Security Agent if it receives a warning notice or restrictions notice under schedule 1B of the Companies Act 2006,

in each case, in relation to any Shares subject to any Security Interest created by it under this Deed

## **7. ACCOUNTS**

### **7.1 Notices of charge**

Each Chargor must

- (a) promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Account Bank) on each Account Bank, and
- (b) use its reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Account Bank)

## **8. RELEVANT CONTRACTS**

### **8.1 General**

In this Clause **Relevant Contract** means

- (c) an agreement specified in Part 5 of Schedule 2 (Security Assets) under the heading **Relevant Contracts**, and
- (d) any other agreement to which a Chargor is a party and which the Chargor and the Security Agent have designated a Relevant Contract

### **8.2 Notices of assignment**

Each Chargor must

- (a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (Forms of letter for Relevant Contracts), on each counterparty to a Relevant Contract to which it is a party, and
- (b) use its reasonable endeavours to procure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (Forms of letter for Relevant Contracts)

## **9. WHEN SECURITY BECOMES ENFORCEABLE**

### **9.1 Event of Default**

This Security will become immediately enforceable if an Event of Default is continuing and the Security Agent gives notice to each Chargor that this Security is enforceable

### **9.2 Discretion**

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

### **9.3 Power of sale**

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

## **10. ENFORCEMENT OF SECURITY**

### **10.1 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

### **10.2 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

### **10.3 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

#### **10.4 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

#### **10.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Security Agent may
  - (i) redeem any prior Security Interest against any Security Asset, and/or
  - (ii) procure the transfer of that Security Interest to itself, and/or
  - (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, promptly on 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

#### **10.6 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 the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account

### **11. RECEIVER**

#### **11.1 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) a 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

## **11.2 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

## **11.3 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

## **11.4 Agent of each Chargor**

- (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. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver (in each case, other than those caused by a Receiver's gross negligence or wilful misconduct)
- (b) No Finance 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

## **11.5 Relationship with Security Agent**

To the fullest extent allowed 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

# **12. POWERS OF RECEIVER**

## **12.1 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 him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

#### **12.2 Possession**

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

#### **12.3 Carry on business**

A Receiver may carry on any business of any Chargor in any manner he thinks fit

#### **12.4 Employees**

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

#### **12.5 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 he thinks fit

#### **12.6 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 he thinks fit
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he 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

#### **12.7 Leases**

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

#### **12.8 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

#### **12.9 Legal actions**

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

#### **12.10 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

#### **12.11 Subsidiaries**

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

#### **12.12 Delegation**

A Receiver may delegate his powers in accordance with this Deed

#### **12.13 Lending**

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

#### **12.14 Protection of assets**

A Receiver may

- (a) effect any repair or insurance and do any other act which any 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 he thinks fit

#### **12.15 Other powers**

A Receiver may

- (a) do all other acts and things which he 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 he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of any Chargor for any of the above purposes

### **13. APPLICATION OF PROCEEDS**

Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in the following order of priority

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,

- (b) in or towards payment of or provision for the Secured Liabilities, and
- (c) in payment of the surplus (if any) to any Chargor or other person entitled to it

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Finance Party to recover any shortfall from any Chargor.

#### **14. EXPENSES AND INDEMNITY**

Each Chargor must

- (a) Within three Business Days of demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by any Finance Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed, and
- (b) keep each Finance Party indemnified against any failure or delay in paying those costs or expenses

#### **15. DELEGATION**

##### **15.1 Power of Attorney**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

##### **15.2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

##### **15.3 Liability**

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any cost, loss or liability arising from any act, default, omission or misconduct (other than gross negligence or wilful misconduct) on the part of any delegate or sub-delegate.

#### **16. FURTHER ASSURANCES**

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) 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 delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominee, 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 think expedient

## **17. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed, provided that such power of attorney may only be exercised after this Security has become enforceable. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

## **18. SECURITY AGENT PROVISIONS**

- (a) The Security Agent executes this Deed as security agent in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Finance Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.
- (b) The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this letter, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the Majority Lenders in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of the Majority Lenders entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

## **19. MISCELLANEOUS**

### **19.1 Continuing Security**

This Security is continuing 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 in breach of the Facility Agreement, the Finance Party may open a new account with a Chargor.

- (b) If the Finance 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 the Finance 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 Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Finance 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 Finance Party considers appropriate

#### **20. RELEASE**

- (a) At the end of the Security Period, the Finance Parties must, at the request and cost of a Chargor, take whatever action is necessary to release its Security Assets from this Security
- (b) The Security Agent shall, unless a Default is outstanding, at the request and cost of the relevant Chargor, execute a release, or give a certificate of non-crystallisation of the floating charge created by this Deed (insofar as that charge has not crystallised), in respect of a disposal of a Security Asset expressly permitted by the Facility Agreement

#### **21. 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**

<b>Name of Chargor</b>	<b>Registered number</b>
Intu Finance MH Limited	08363572
Intu Merry Hill Limited	115097
Intu Merry Hill 2 Limited	115098
Intu MH Phase 1 Limited	04731207
Intu MH Group Limited	03348583
Intu MH Acquisitions Limited	02458787
Intu MH Holdings Limited	02809616
Crossmane Limited	03524841
Intu MH Investments Limited	02808020
Intu MH Waterfront Limited	03806198
Cable Plaza Limited	03786481
QIC Parking (UK) 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	LP01743

general partner MH (No 6) General Partner Limited)	
MH (No 7) Limited Partnership (acting by its general partner MH (No 7) General Partner Limited)	LP011744
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
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**  
**SECURITY ASSETS**

**PART 1**

**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) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		WM311288 (FH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		WM422833 (FH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		WM523357 (FH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		WM685292 (FH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		WM524058 (LH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		WM524070 (LH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		WM524072 (LH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		WM612193 (LH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		P183475 (FH)	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) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM791042 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM283084 (FH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 1) Nominee B Limited
		WM372522 (LH)	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) General Partner Limited	MH (No 2) Nominee A Limited and MH (No 2) Nominee B Limited
		WM 897997 (FH)	MH (No 2) General Partner Limited	MH (No 2) Nominee A Limited and MH (No 2) Nominee B Limited
3	Waterfront Business Park	WM573034 (FH)	MH (No 5) General Partner Limited	MH (No 5) Nominee A Limited and MH (No 5) Nominee B Limited
		WM676210 (LH)	MH (No 5) General Partner Limited	MH (No 5) Nominee A Limited and MH (No 5) Nominee B Limited
		WM707311 (LH)	MH (No 5) General Partner Limited	MH (No 5) Nominee A Limited and MH (No 5) Nominee B Limited
4	Waterfront Offices, Waterfront Leisure and Waterfront Car Park Site	WM352428 (FH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM607096 (FH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM594351 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4)

<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b> Nominee B Limited
	WM569454 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM330936 (FH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM772138 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM772136 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM589148 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM707310 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM707313 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM493717 (FH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM593711 (FH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM713341 (FH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM677326 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM500165 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
	WM677322 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4)



<b>Properties</b>		<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b> Nominee B Limited
		WM677323 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM677324 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM677327 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM677328 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM677330 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM677332 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM677333 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM677334 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM812400 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
5	Asda Supermarket, Brierley Hill	WM524071 (LH)	MH (No 4) General Partner Limited	MH (No 4) Nominee A Limited and MH (No 4) Nominee B Limited
		WM334441 (FH)	MH (No 3) General Partner Limited	MH (No 3) Nominee A Limited and MH (No 3) Nominee B Limited
6	Sterling Park Industrial Estate	MM23992 (FH)	MH (No 3) General Partner Limited	MH (No 3) Nominee A Limited and MH (No 3) Nominee B Limited
		WM637462 (LH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6)

	Properties	Title Numbers	Beneficial Owner	Legal Owner
				Nominee B Limited
		WM524401 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		MM1984 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
7	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) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM346524 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM313922 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		SF40679 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		SF48604(FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		SF56695 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM263681 (FH)	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>
		SF61102 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM707590 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM664994 (FH)	MH (No 6) General Partner Limited	MH (No.6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM183730 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM785000 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM777800 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM877425 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		SF104122 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM682201 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
		WM897999 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited
8	Canal Walk – Daniel's Land	WM898014 (FH)	MH (No 1) General Partner Limited	MH (No 1) Nominee A Limited and MH (No 6) Nominee B Limited
		WM282864 (FH)	MH (No 7) General Partner Limited	MH (No 7) Nominee A Limited and MH (No 7) Nominee B Limited
		WM684601 (FH)	MH (No 7) General Partner Limited	MH (No 7) Nominee A Limited and MH (No 7) Nominee B Limited

	<b>Properties</b>	<b>Title Numbers</b>	<b>Beneficial Owner</b>	<b>Legal Owner</b>
9	The Hearing Centre, Cottage Street	WM 610132 (FH)	MH (No 6) General Partner Limited	MH (No 6) Nominee A Limited and MH (No 6) Nominee B Limited

**PART 2**

**SHARES**

<b>Chargor</b>	<b>Member of the Borrower Group</b>	<b>Registered Number</b>	<b>Number and Class of shares</b>
Intu Merry Hill Limited	Intu MH Phase 1 Limited	04731207	1
Intu Merry Hill Limited	Intu MH Group Limited	03348583	225,000,000
Intu MH Group Limited	Intu MH Acquisitions Limited	02458787	2,000
Intu MH Group Limited	Intu MH Holdings Limited	02809616	1,000
Intu MH Acquisitions Limited	Crossmane Limited	03524841	2
Intu MH Group Limited	Intu MH Participations Limited	02729155	2
Intu MH Holdings Limited	Intu MH Investments Limited	02808020	1,000
Intu MH Acquisitions Limited	Merry Hill Services Limited	02005735	35712
Intu MH Holdings Limited	Intu MH Properties Limited	02808027	1000
Intu MH Investments Limited	Merry Hill Trading Limited	04311363	2
Intu MH Investments Limited	Merry Hill Management Services Limited	03055834	2
Intu Merry Hill Limited	Intu MH Waterfront Limited	03806198	2
Intu MH Waterfront Limited	Castle & Pedmore Houses Limited	03786487	2
Intu MH Waterfront Limited	Cable Plaza Limited	03786481	2
Intu Merry Hill 2 Limited	MH (No 1) General Partner Limited	06002797	1152
Intu Merry Hill 2 Limited	MH (No.2) General Partner Limited	06002775	1000
Intu Merry Hill 2 Limited	MH (No 3) General Partner Limited	06002780	1000
Intu Merry Hill 2 Limited	MH (No 4) General Partner Limited	06002783	1000
Intu Merry Hill 2 Limited	MH (No 5) General Partner Limited	06002793	1000
Intu Merry Hill 2 Limited	MH (No 6) General Partner Limited	06002784	1000
Intu Merry Hill 2 Limited	MH (No 7) General Partner Limited	06002776	1000

Intu Merry Hill 2 Limited	MH (No 8) General Partner Limited	06002719	500
QIC Parking (UK) Limited	MH (No 8) General Partner Limited	06002719	500

### PART 3

#### LIMITED PARTNERSHIP INTERESTS

Legal and beneficial owner	Limited Partnership	Percentage of interest in Limited Partnership
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 1) Jersey Unit Trust	MH (No 1) Limited Partnership	48.75%
Intu MH Phase 1 Limited	MH (No 1) Limited Partnership	0.043%
Intu MH Acquisitions Limited	MH (No 1) Limited Partnership	0.0058%
Intu MH Investments Limited	MH (No 1) Limited Partnership	0.9512%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 1) Sub-Trust	MH (No 1) Limited Partnership	49.75%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 2) Jersey Unit Trust	MH (No 2) Limited Partnership	48.75%
Intu MH Investments Limited	MH (No 2) Limited Partnership	1%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 2) Sub-Trust	MH (No 2) Limited Partnership	49.75%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 3) Jersey Unit Trust	MH (No 3) Limited Partnership	48.75%
Crossmane Limited	MH (No 3) Limited Partnership	1%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 3) Sub-Trust	MH (No 3) Limited Partnership	49.75%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 4) Jersey Unit Trust	MH (No 4) Limited Partnership	48.75%
Intu MH Waterfront Limited	MH (No 4) Limited Partnership	0.157%

Cable Plaza Limited	MH (No 4) Limited Partnership	0 354%
Intu MH Investments Limited	MH (No 4) Limited Partnership	0 0303%
Intu MH Acquisitions Limited	MH (No 4) Limited Partnership	0 4587%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 4) Sub-Trust	MH (No 4) Limited Partnership	49 75%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 5) Jersey Unit Trust	MH (No 5) Limited Partnership	48 75%
Intu MH Waterfront Limited	MH (No 5) Limited Partnership	1%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 5) Sub-Trust	MH (No 5) Limited Partnership	49 75%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 6) Jersey Unit Trust	MH (No 6) Limited Partnership	48 75%
Intu MH Acquisitions Limited	MH (No 6) Limited Partnership	0 9906%
Intu MH Investments Limited	MH (No 6) Limited Partnership	0 0094%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 6) Sub-Trust	MH (No 6) Limited Partnership	49 75%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 7) Jersey Unit Trust	MH (No 7) Limited Partnership	48 75%
Intu MH Acquisitions Limited	MH (No 7) Limited Partnership	1%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 7) Sub-Trust	MH (No 7) Limited Partnership	49 75%
Merry Hill Trustee No 1 Limited in its capacity as trustee of Intu MH (No 8) Jersey Unit Trust	MH (No 8) Limited Partnership	49 75%
QIC Parking (UK) Limited	MH (No 8) Limited Partnership	49 75%



**PART 4**  
**ACCOUNTS**

<b>Chargor</b>	<b>Account type</b>	<b>Account Bank</b>	<b>Sort Code</b>	<b>Account Number</b>
MH (No 1) Limited Partnership	Collection Account	Barclays	[Redacted]	[Redacted] 4904
MH (No 1) Limited Partnership	General Account	Barclays	[Redacted]	[Redacted] 1281
MH (No 1) Limited Partnership	Debt Service Account	Barclays	[Redacted]	[Redacted] 8914
MH (No 1) Limited Partnership	Collection Account	Barclays	[Redacted]	[Redacted] 6729
MH (No 1) Limited Partnership	Tenant Deposit Account	Barclays	[Redacted]	[Redacted] 8412
MH (No 2) Limited Partnership	General Account	Barclays	[Redacted]	[Redacted] 2891
MH (No 2) Limited Partnership	Collection Account	Barclays	[Redacted]	[Redacted] 7010
MH (No 3) Limited Partnership	General Account	Barclays	[Redacted]	[Redacted] 4999
MH (No 3) Limited Partnership	Collection Account	Barclays	[Redacted]	[Redacted] 1729
MH (No 4) Limited Partnership	General Account	Barclays	[Redacted]	[Redacted] 5897
MH (No 4) Limited Partnership	Collection Account	Barclays	[Redacted]	[Redacted] 2925
MH (No.4)	Tenants Deposit	Barclays	[Redacted]	[Redacted] 2325

Limited Partnership	Account			
MH (No 5) Limited Partnership	General Account	Barclays	Redacted	Redacted 3395
MH (No 5) Limited Partnership	Collection Account	Barclays	Redacted	Redacted 0425
MH (No 6) Limited Partnership	General Account	Barclays	Redacted	Redacted 6399
MH (No 6) Limited Partnership	Collection Account	Barclays	Redacted	Redacted 4521
MH (No 7) Limited Partnership	General Account	Barclays	Redacted	Redacted 6098
MH (No 7) Limited Partnership	Collection Account	Barclays	Redacted	Redacted 5929
MH (No 8) Limited Partnership	General Account	Barclays	Redacted	Redacted 4185
MH (No 8) Limited Partnership	Collection Account	Barclays	Redacted	Redacted 3026
Intu Finance MH Limited	Debt Service Account	Barclays	Redacted	Redacted 4116
Intu Finance MH Limited	General Account	Barclays	Redacted	Redacted 7815
Intu Finance MH Limited	Deposit Account	Barclays	Redacted	Redacted 0414

**PART 5**  
**RELEVANT CONTRACTS**

<b>Chargor</b>	<b>Description of Relevant Contract</b>
Intu Merry Hill 2 Limited	The Acquisition Agreement
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	

**SCHEDULE 3**  
**FORMS OF LETTER FOR OCCUPATIONAL TENANTS**

**PART 1**

**NOTICE TO OCCUPATIONAL TENANT**

To [Occupational Tenant]

Copy Deutsche Bank AG, London Branch (as Security Agent)

[Date]

Dear Sirs,

Re [Property]

**Security Agreement dated [ ] 2016 between [Chargor]  
and Deutsche Bank AG, London Branch (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 by way of security to [SECURITY AGENT] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account [with the Security Agent] 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 [ADDRESS] with a copy to ourselves

Yours faithfully,

(Authorised Signatory)  
[CHARGOR]

**PART 2**

**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To Deutsche Bank AG, London Branch (as Security Agent)  
Attention [●]

[Date]

Dear Sirs,

Re [PROPERTY]

**Security Agreement dated [ ] 2016 between [Chargor]  
and Deutsche Bank AG, London Branch (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [ ] 2016 (the **Notice**) in relation to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we

- (a) have not received any notice 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 (as defined in the Notice), and
- (b) must pay all rent and all other monies payable by us under the Lease into the Rent Account (as defined in the Notice), and
- (c) must continue to pay those moneys into the Rent Account 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  
[ ]

**SCHEDULE 4**  
**FORMS OF LETTER FOR ACCOUNT BANK**

**PART 1**

**NOTICE TO ACCOUNT BANK**

**[On the letterhead of the Chargor]**

To [Account Bank]

Copy Deutsche Bank AG, London Branch

[Date]

Dear Sirs,

**Security Agreement dated [ ], 2016 between [ ]  
and Deutsche Bank AG, London Branch (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of Deutsche Bank AG, London Branch (the **Security Agent**) all our rights in respect of any amount standing to the credit of the account maintained by us with you (Account no [ ] sort code [ ]) (the **Account**) and the debt represented by it

We irrevocably instruct and authorise you to

- (a) disclose to the Security Agent any information relating to the Account requested from you by the Security Agent,
- (b) comply with the terms of any written notice or instruction relating to the Account received by you from the Security Agent,
- (c) [hold all sums standing to the credit of the Account to the order of the Security Agent, and
- (d) pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Agent

We are not permitted to withdraw any amount from the Account without the prior written consent of the Security Agent ]<sup>1</sup>

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

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

---

<sup>1</sup> To be included in respect of Restricted Accounts

---

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 [ADDRESS] with a copy to us

Yours faithfully,

(Authorised Signatory)

[Chargor]

## PART 2

### ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To Deutsche Bank AG, London Branch

Copy [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2016 between [ ]  
and Deutsche Bank AG, London Branch (the Security Agreement)**

We confirm receipt from [ ] (the **Chargor**) of a notice dated [ ] 2016 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 its account with us (Account no [ ], sort code [ ]) (the **Account**) and the debt represented by it

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 the interest of any third party in the 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 the Account, and
- (d) [will not permit any amount to be withdrawn from the Account without your prior written consent ]<sup>2</sup>

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

Yours faithfully,

(Authorised signatory)

[Account Bank]

---

<sup>2</sup> To be included in respect of Restricted Accounts



**SCHEDULE 5**  
**FORMS OF LETTER FOR RELEVANT CONTRACTS**  
**PART 1**  
**NOTICE TO COUNTERPARTY**

To [Contract party]

[Date]

Dear Sirs,

**Security Agreement dated [ ] 2016 between [ ]**  
**and Deutsche Bank AG, London Branch (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to Deutsche Bank AG, London Branch (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 under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs

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 [ADDRESS], with a copy to ourselves

Yours faithfully,

[Chargor]

(Authorised signatory)

## PART 2

### Acknowledgement of Counterparty

To Deutsche Bank AG, London Branch as Security Agent

Copy [Chargor]

[Date]

Dear Sirs,

We confirm receipt from [ ] (the **Chargor**) of a notice dated [ ] of an assignment on the terms of the Security Agreement dated [ ] 2016 of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**)

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that 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)

[Counterparty]

## SIGNATORIES

### Chargors

EXECUTED AS A DEED by  
**INTU FINANCE MH LIMITED**  
acting by

[Redacted in accordance with s858C of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with  
s858C of the Companies Act  
2006]

Name **Susan Marsden**

Address

[Redacted in accordance with s858C of the Companies Act 2006]

EXECUTED AS A DEED by )  
**INTU MERRY HILL LIMITED** )  
acting by )

Director

In the presence of

Witness's signature

Name

Address

**SIGNATORIES**

**Chargors**

EXECUTED AS A DEED by )  
INTU FINANCE MH LIMITED )  
acting by )

Director

In the presence of

Witness's signature ....

Name . . . . .

Address . . . . .

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

Redacted in accordance with s182(1) of the Companies Act 2006

Director

In the presence of Redacted in accordance with s182(1) of the Companies Act 2006  
Witness's signature Redacted in accordance with s182(1) of the Companies Act 2006

Name . CARLA PLATER  
Redacted in accordance with s182(1) of the Companies Act 2006  
Address Redacted in accordance with s182(1) of the Companies Act 2006

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

) [Redacted in accordance with s858C of the  
) Companies Act 2006]  
)

Director

In the presence of

[Redacted in accordance with  
s858C of the Companies Act  
2006]

Witness's signature

Name

CARLA PLATER

Address

[Redacted in accordance with s858C of the Companies Act 2006]

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

)  
)  
)

Director

In the presence of.

Witness's signature . . . . .

Name . . . . .

Address. . . . .

EXECUTED AS A DEED by  
INTU MH GROUP LIMITED  
acting by

)  
)  
)

Director

In the presence of

Witness's signature . . . . .

Name . . . . .

Address

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

Director

In the presence of

Witness's signature

Name

Address

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

[Redacted in accordance with s858G of  
the Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of the  
Companies Act 2006]

Name

Susan Marsden

Address

[Redacted in accordance with s858G of the Companies Act  
2006]

EXECUTED AS A DEED by )  
INTU MH GROUP LIMITED )  
acting by )

[Redacted in accordance with s858G  
of the Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with  
s858G of the Companies Act 2006]

Name

Susan Marsden

Address

[Redacted in accordance with s858G of the Companies Act 2006]

EXECUTED AS A DEED by  
INTU MH ACQUISITIONS LIMITED  
acting by

[Redacted in accordance with  
s858G of the Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of the  
Companies Act 2006]

Name Susan Marsden

Address [Redacted in accordance with s858G of the Companies Act 2006]

EXECUTED AS A DEED by  
INTU MH HOLDINGS LIMITED  
acting by

[Redacted in accordance with s858G of  
the Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance  
with s858G of the Companies Act 2006]

Name Susan Marsden

Address [Redacted in accordance with s858G of the Companies Act 2006]

EXECUTED AS A DEED by  
CROSSMAN LIMITED  
acting by

[Redacted in accordance with  
s858G of the Companies Act  
2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of the  
Companies Act 2006]

Name Susan Marsden

Address [Redacted in accordance with s858G of the Companies Act 2006]

EXECUTED AS A DEED by )  
INTU MH INVESTMENTS LIMITED )  
acting by )

[Redacted in accordance with  
s858G of the Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of the  
Companies Act 2006]

Name Susan Marsden

Address [Redacted in accordance with s858G of the Companies Act 2006]

EXECUTED AS A DEED by )  
INTU MH WATERFRONT LIMITED )  
acting by )

[Redacted in accordance with  
s858G of the Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of the  
Companies Act 2006]

Name Susan Marsden

Address [Redacted in accordance with s858G of the Companies Act 2006]

EXECUTED AS A DEED by )  
CABLE PLAZA LIMITED )  
acting by )

[Redacted in accordance with s858G  
of the Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of the  
Companies Act 2006]

Name Susan Marsden

Address [Redacted in accordance with s858G of the Companies Act 2006]



EXECUTED AS A DEED by  
**QIC PARKING (UK) LIMITED**  
acting by

) Redacted in accordance with s858G of the  
) Companies Act 2006

Director

In the presence of

Witness's signature

Redacted in accordance with  
s858G of the Companies Act 2006

Name

*Susan Marsden*

Address

Redacted in accordance with s858G of the Companies Act 2006

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

) Redacted in accordance with s858G of the Companies  
) Act 2006

Director

In the presence of

Witness's signature

Redacted in accordance with s858G of the  
Companies Act 2006

Name

*Susan Marsden*

Address

Redacted in accordance with s858G of the Companies Act  
2006

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

Redacted in accordance with s858G of the  
Companies Act 2006

Director

In the presence of

Witness's signature

Redacted in accordance with  
s858G of the Companies Act

Name

*Susan Marsden*

Address

Redacted in accordance with s858G of the Companies Act 2006

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

)  
[Redacted in accordance with s858G of the  
Companies Act 2006]  
)

Director

In the presence of

Witness's signature [Redacted in accordance with s858G of the  
Companies Act 2006]

Name *Susan Marsden*

Address [Redacted in accordance with s858G of the Companies Act 2006]

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

) [Redacted in accordance with s858G of the  
Companies Act 2006]  
)

Director

In the presence of

Witness's signature [Redacted in accordance with  
s858G of the Companies Act 2006]

Name *Susan Marsden*

Address [Redacted in accordance with s858G of the Companies Act 2006]

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

) [Redacted in accordance with s858G of  
the Companies Act 2006]  
)

Director

In the presence of

Witness's signature [Redacted in accordance with s858G of  
the Companies Act 2006]

Name *Susan Marsden*

Address [Redacted in accordance with s858G of the Companies Act 2006]

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

)  
)  
[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of  
the Companies Act 2006]

Name Susan Marsden

Address

[Redacted in accordance with s858G of the Companies Act 2006]

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

)  
[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with  
s858G of the Companies Act

Name Susan Marsden

Address

[Redacted in accordance with s858G of the Companies Act 2006]

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

)  
[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with  
s858G of the Companies Act

Name Susan Marsden

Address

[Redacted in accordance with s858G of the Companies Act 2006]

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No.1) Jersey Unit Trust  
acting by

)  
[Redacted in accordance with s858C of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No.2) Jersey Unit Trust  
acting by

)  
[Redacted in accordance with s858C of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No.3) Jersey Unit Trust  
acting by

)  
[Redacted in accordance with s858C of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

Name

Address

[Redacted in accordance with s858C of the Companies Act 2006]

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No 4) Jersey Unit Trust  
acting by

[Redacted in accordance with s858C of the Companies Act 2006]

Director

In the presence of

[Redacted in accordance with s858C of the Companies Act 2006]

Witness's signature

Name: **CARLA PLATER**

Address

[Redacted in accordance with s858C of the Companies Act 2006]

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No 5) Jersey Unit Trust  
acting by

[Redacted in accordance with s858C of the Companies Act 2006]

Director

In the presence of

[Redacted in accordance with s858C of the Companies Act 2006]

Witness's signature

Name: **CARLA PLATER**

Address

[Redacted in accordance with s858C of the Companies Act 2006]

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No 6) Jersey Unit Trust  
acting by

[Redacted in accordance with s858C of the Companies Act 2006]

Director

In the presence of

[Redacted in accordance with s858C of the Companies Act 2006]

Witness's signature

Name: **CARLA PLATER**

Address

[Redacted in accordance with s858C of the Companies Act 2006]

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No 7) Jersey Unit Trust  
acting by

[Redacted in accordance with s858C of the Companies Act 2006]

Director

In the presence of

[Redacted in accordance with s858C of the Companies Act 2006]

Witness's signature

Name

CARLA PLATER

Address

[Redacted in accordance with s858C of the Companies Act 2006]

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No 8) Jersey Unit Trust  
acting by

[Redacted in accordance with s858C of the Companies Act 2006]

Director

In the presence of

[Redacted in accordance with s858C of the Companies Act 2006]

Witness's signature

Name

CARLA PLATER

Address

[Redacted in accordance with s858C of the Companies Act 2006]

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No 1) Sub-Trust  
acting by

)  
[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of the  
Companies Act 2006]

Name **CARLA PLATEL**

Address . [Redacted in accordance with s858G of the Companies Act  
2006]

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No 2) Sub-Trust  
acting by

)  
[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with  
s858G of the Companies Act 2006]

Name **CARLA PLATEL**

Address . [Redacted in accordance with s858G of the Companies Act 2006]

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No.3) Sub-Trust  
acting by

)  
[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with  
s858G of the Companies Act 2006]

Name **CARLA PLATEL**

Address [Redacted in accordance with s858G of the Companies Act  
2006]

**Kenneth J. Grier**, Director of the Center for Health Systems Research and Analysis, Veterans Affairs Medical Center

Received: 1999-06-01; Accepted: 1999-06-15

References: [Google Scholar](#) [CrossRef](#) [PubMed](#) [Web of Science](#)

Recreated in accordance with 88-80 of the Companies Act 2006

Redacted in accordance with  
s878G of the Companies Act  
[2006]

Redacted in accordance with s858C of the Companies Act 2006]

[Redacted in accordance with s858(1) of the Companies Act 2006]

[illegible]

Redacted in accordance with s. 86(1) of the Access to Information Act / 2006



EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No 7) Sub-Trust  
acting by

Redacted in accordance with s859C of the Companies Act 2006

Director

In the presence of.

Witness's signature

Redacted in accordance with s859C of the Companies Act 2006

Name . . . **CALLA PLATEN**

Address ..

Redacted in accordance with s859C of the Companies Act 2006

EXECUTED AS A DEED by )  
**MH (NO.1) NOMINEE A LIMITED** )  
acting by )

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by )  
**MH (NO.1) NOMINEE B LIMITED** )  
acting by )

Director

In the presence of.

Witness's signature

Name

Address

EXECUTED AS A DEED by  
**MERRY HILL TRUSTEE NO.1 LIMITED**  
in its capacity as trustee of Intu MH (No 7) Sub-1 trust  
acting by

)  
)  
)  
)

Director

In the presence of

Witness's signature

Name

Address

EXECUTED AS A DEED by  
**MH (NO.1) NOMINEE A LIMITED**  
acting by

) [Redacted in accordance with s858G of the  
) Companies Act 2006]  
)

Director

In the presence of

Witness's signature

[Redacted in  
accordance with

Name

*Susan Marsden*

[Redacted in accordance with s858G of the Companies Act 2006]

Address

EXECUTED AS A DEED by  
**MH (NO.1) NOMINEE B LIMITED**  
acting by

) [Redacted in accordance with s858G of the  
) Companies Act 2006]  
)

Director

In the presence of

Witness's signature

[Redacted in  
accordance with

Name

*Susan Marsden*

[Redacted in accordance with s858G of the Companies Act 2006]

Address

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

)  
(Redacted in accordance with s858G of the  
Companies Act 2006)

Director

In the presence of

Witness's signature,

(Redacted in accordance with  
s858G of the Companies Act 2006)

Name

*Susan Marsden*

Address

(Redacted in accordance with s858G of the Companies Act 2006)

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

) (Redacted in accordance with s858G of  
) the Companies Act 2006

Director

In the presence of

Witness's signature

(Redacted in accordance  
with s858G of the  
Companies Act 2006)

Name

*Susan Marsden*

Address

(Redacted in accordance with s858G of the Companies Act 2006)

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

) (Redacted in accordance with s858G of the  
) Companies Act 2006

Director

In the presence of

Witness's signature

(Redacted in  
accordance with

Name

*Susan Marsden*

Address

(Redacted in accordance with s858G of the Companies Act 2006)

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

) Redacted in accordance with s858G of the  
) Companies Act 2006  
)

Director

In the presence of

Witness's signature

Redacted in  
accordance with

Name

*Susan Marsden*

Address

Redacted in accordance with s858G of the Companies Act 2006

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

) Redacted in accordance with s858G of the  
) Companies Act 2006  
)

Director

In the presence of

Witness's signature

Redacted in accordance  
with s858G of the

Name

*Susan Marsden*

Address

Redacted in accordance with s858G of the Companies Act 2006

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

) Redacted in accordance with s858G of the  
) Companies Act 2006  
)

Director

In the presence of

Witness's signature

Redacted in  
accordance with

Name

*Susan Marsden*

Address

Redacted in accordance with s858G of the Companies Act 2006

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

[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with  
s858G of the Companies Act

Name

Susan Marsden

Address

[Redacted in accordance with s858G of the Companies Act 2006]

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

[Redacted in accordance with s858G of  
the Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance  
with s858G of the

Name

Susan Marsden

Address

[Redacted in accordance with s858G of the Companies Act 2006]

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

[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in  
accordance with s858G]

Name

Susan Marsden

Address

[Redacted in accordance with s858G of the Companies Act 2006]

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

[Redacted in accordance with s858G of  
the Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G  
of the Companies Act 2006]

Name

Susan Marsden

[Redacted in accordance with s858G of the Companies Act 2006]

Address

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

[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G  
of the Companies Act 2006]

Name

Susan Marsden

[Redacted in accordance with s858G of the Companies Act 2006]

Address

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

[Redacted in accordance with s858G of the  
Companies Act 2006]

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G  
of the Companies Act 2006]

Name

Susan Marsden

[Redacted in accordance with s858G of the Companies Act 2006]

Address

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

) [Redacted in accordance with s858G of the  
) Companies Act 2006]  
)

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of the Companies Act 2006]

Name

*Susan Marsden*

Address

[Redacted in accordance with s858G of the Companies Act 2006]

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

) [Redacted in accordance with s858G of the  
) Companies Act 2006]  
)

Director

In the presence of

Witness's signature

[Redacted in accordance with s858G of the Companies Act 2006]

Name

*Susan Marsden*

Address

[Redacted in accordance with s858G of the Companies Act 2006]

Security Agent

**DEUTSCHE BANK AG, LONDON BRANCH**

By

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

Director

In the presence of

Witness's signature

Name

Address

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

Director

In the presence of

Witness's signature

Name

Address

**Security Agent**

**DEUTSCHE BANK AG, LONDON BRANCH**

By

Redacted in accordance with  
s858G of the Companies Act  
2006

Redacted in accordance with  
s858G of the Companies Act  
2006

Christopher English  
Vice President

Susan Rose  
Associate Director