

134697/13
MG01

Particulars of a mortgage or charge

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

MONDAY



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25/03/2013

#46

COMPANIES HOUSE

1

Company details

3

For official use

Company number 0 4 7 0 7 1 6 0

Company name in full VCP NOMINEES NO 2 LIMITED (the "Company")

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d1 d9 m0 m3 y2 y0 y1 y3

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Floating Security Document (the "**Obligor Floating Charge Agreement**")
dated 19 March 2013 between, amongst others, the Company and HSBC
Corporate Trustee Company (UK) Limited (the "**Obligor Security Trustee**")
as security trustee for the benefit of the Issuer

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The "**OFCA Secured Liabilities**" as defined in the
Obligor Floating Charge Agreement (please see the
attached continuation sheets)

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name HSBC Corporate Trustee Company (UK) Limited

Address 8 Canada Square, London

Postcode E 1 4 5 H Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars Please see attached continuation pages.

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Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

NIL.

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X

Linklaters LLP

X

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Sagar Kothari

Company name Linklaters LLP

Address One Silk Street

Please return

via

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 0207 456 5198



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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 or email 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

Short particulars of all the property mortgaged or charged

Continuation page (1)

VCP Nominees No 2 Limited (04707160)

1 SECURITY

1 1 Floating Charge

The Company as security for the payment of all OFCA Secured Liabilities (whether of that or any other Obligor) has charged with full title guarantee in favour of the Obligor Security Trustee (as trustee for the Issuer) by way of a first floating charge all present and future assets and undertaking of such Obligor

1 2 Floating Security – Insolvency Act

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as amended) applies to the floating charge created pursuant to Clause 3 1 (*Floating Charge*) of the Obligor Floating Charge Agreement (reproduced as 1 1 (*Floating Charge*) above)

Short particulars of all the property mortgaged or charged

Continuation page (2)

VCP Nominees No 2 Limited (04707160)

Note (1): In this Form, except to the extent that the context requires otherwise

any reference to

- (a) **"assets"** includes present and future assets, properties, revenues and rights of every description
- (a) an **"Act"** of the Parliament of the United Kingdom or Scotland is a reference to such act as amended from time to time,
- (b) an **"amendment"** includes an amendment, supplement, novation, restatement or re-enactment (however fundamental) and **"amended"** will be construed accordingly and including any increase in, extension of or change to any financial accommodation or additional financial accommodation made available under any Finance Document or Issuer Document (as the case may be),
- (c) **"Finance Document"** includes all amendments and supplements to a Finance Document and any reference to an agreement includes all amendments and supplements to such agreement,
- (d) **"guarantee"** includes any guarantee, indemnity, contingent liability, surety obligation or liability in respect of the obligations of any person other than the grantor,
- (e) **"Issuer Document"** includes all amendments and supplements to an Issuer Document and any reference to an agreement includes all amendments and supplements to such agreement,
- (f) a **"person"** includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality,
- (g) a **"successor"** of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under the relevant Finance Document or Issuer Document (as applicable) or to which, under such laws, such rights and obligations have been transferred or any permitted assignee or permitted transferee in accordance with the terms of the Finance Documents or Issuer Documents (as applicable),
- (h) a person (including references to any party in a Finance Document or an Issuer Document (as applicable)) includes its successors in title, permitted assigns and permitted transferees,
- (i) words denoting one gender only shall include the other gender,
- (j) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation, and
- (k) a Finance Document or another document is a reference to that Finance Document or other document amended as permitted in the Common Terms Agreement

Short particulars of all the property mortgaged or charged

Continuation page (3)

VCP Nominees No 2 Limited (04707160)

"Additional Obligor" means any person not being an Initial Obligor which becomes an Obligor pursuant to the provisions of Clause 4 (*Accession of Additional Obligors*) of the STID, including having provided the conditions precedent required pursuant to Schedule 11 (*Conditions Precedent to be delivered by an Additional Obligor*) of the CTA,

"Additional Secured Participants" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Assignment of Income" means an assignment of Income in the form set out in Schedule 8 of the Obligor Deed of Charge, in relation to the Scottish Lease Documents,

"Authorised Loan Facility" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Authorised Loan Facility Agent" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Authorised Loan Facility Agreement" means the Initial Authorised Loan Facility Agreement and any further facility agreement that may be entered into, from time to time, between, among others, the relevant Authorised Loan Facility Providers, the relevant Authorised Loan Facility Agent, FinCo and the Obligor Security Trustee under which such Authorised Loan Facility Providers provide one or more Authorised Loan Facilities to FinCo,

"Authorised Loan Facility Providers" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Cash Management Services" means the Obligor Cash Management Services or the Issuer Cash Management Services, as applicable,

"Common Document" means the Security Trust and Intercreditor Deed, the Common Terms Agreement, the Tax Deed of Covenant, the Obligor Deed of Charge and the Obligor Security Documents,

"Common Terms Agreement" or **"CTA"** means the common terms agreement entered into on the Initial Issue Date between, *inter alios*, the Company and the Obligor Security Trustee,

Short particulars of all the property mortgaged or charged

Continuation page (4)

VCP Nominees No 2 Limited (04707160)

"Dealers" means each of HSBC Bank plc, Merrill Lynch International and UBS Limited, and any other entity which the Issuer may appoint as a Dealer in accordance with the provisions of the Programme Agreement but excluding any entity whose appointment has been terminated in accordance with the provisions of the Programme Agreement and notice of such termination has been given to the relevant Principal Paying Agent and the Issuer Trustee, in accordance with the provisions of the Programme Agreement and references to a **"Relevant Dealer"** or the **"Relevant Dealer(s)"** mean, in relation to any Tranche or Series of Notes, the Dealer or Dealers with whom the Issuer has agreed the issue of the Notes of such Tranche or Series and **"Dealer"** means any one of them,

"Finance Documents" means

- (a) the Common Documents,
- (b) each Authorised Loan Finance Document (as defined in each Authorised Loan Facility Agreement),
- (c) the Intercompany Loan Agreement,
- (d) each Hedging Agreement,
- (e) the PP Note Documents,
- (f) any Liquidity Facility Agreement (if entered into),
- (g) the Property Administration Agreement,
- (h) each Obligor Security Document,
- (i) the Obligor Account Bank Agreement,
- (j) the Obligor Cash Management Agreement,
- (k) the Programme Agreement,
- (l) any Subscription Agreement,
- (m) the escrow agreement dated on or about 11 March 2013 entered into between, inter alios, FinCo and the Obligor Security Trustee,
- (n) the commitment and syndication letter entered into by FinCo in connection with the Initial Authorised Loan Facility,
- (o) the participation fee letter entered into by, inter alios, FinCo in connection with the Initial Authorised Loan Facility,
- (p) the structuring mandate letter entered into by FinCo in connection with the Programme,
- (q) the mandate letter entered into by FinCo in connection with the issuance of Notes under the Programme,
- (r) any amendment and/or restatement agreement relating to any of the above documents, and
- (s) any other document designated as such by the Obligor Security Trustee and FinCo,

Short particulars of all the property mortgaged or charged

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VCP Nominees No 2 Limited (04707160)

"Financial Indebtedness" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"FinCo" means Intu (SGS) Finco Limited, a company incorporated in England and Wales with its registered office at 40 Broadway, London, SW1H 0BU, with registered number 08355746,

"Hedge Counterparty" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Hedging Agreement" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"ICL Loan" means each Advance (as defined in the Intercompany Loan Agreement) of the proceeds of issuance of a Tranche of Notes under the Programme by the Issuer to FinCo, made under the Intercompany Loan Agreement,

"Income" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Initial Authorised Loan Facilities" means the facilities provided by the Initial Authorised Loan Facility Providers under the Initial Authorised Loan Facility Agreement,

"Initial Authorised Loan Facility Agreement" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Initial Authorised Loan Facility Providers" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Initial Issue Date" means 19 March 2013,

"Initial Obligor" means Intu (SGS) Finco Limited, Intu (SGS) Limited, Intu (SGS) HoldCo Limited, Intu Lakeside Limited, Intu Watford Limited, Braehead Glasgow Limited, Braehead Park Investments Limited, Intu Properties Investments Limited, VCP (GP) Limited, The Victoria Centre Partnership, VCP Nominees No 2 Limited and the Company,

"Intercompany Loan Agreement" means the intercompany loan agreement entered into on the Initial Issue Date between, *inter alios*, the Company, the Issuer and the Obligor Security Trustee in connection with the provision of ICL Loans,

"Issuer" means Intu (SGS) Finance plc, a company incorporated in England and Wales having its registered office at 35 Great St Helen's, London, EC3A 6AP (registered number 08351883) or any substitute in accordance with the terms of the Issuer Documents,

"Issuer Cash Management Services" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Issuer Documents" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

Short particulars of all the property mortgaged or charged

Continuation page (6)

VCP Nominees No 2 Limited (04707160)

"Liquidity Facility Agreement" means the liquidity facility agreement to assist FinCo in making payments of interest on Financial Indebtedness and certain other items ranking prior thereto in the Obligor Pre-Enforcement Priority of Payments, entered into between, *inter alios*, FinCo, one or more Liquidity Facility Providers and the Obligor Security Trustee at any time,

"Liquidity Facility Provider" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Master Definitions Agreement" or **"MDA"** means the master definitions agreement dated 19 March 2013 between, *inter alios*, the Company and the Obligor Security Trustee,

"Notes" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Obligor" means any of the Initial Obligors and any Additional Obligor and **"Obligors"** means all of them,

"Obligor Account Bank" means HSBC Bank plc or any Substitute Obligor Account Bank appointed pursuant to the Obligor Account Bank Agreement,

"Obligor Account Bank Agreement" means the agreement entered into on the Initial Issue Date between, *inter alios*, the Company and the Obligor Account Bank in connection with the holding of the Obligor Accounts,

"Obligor Cash Management Agreement" means the agreement entered into on the Initial Issue Date between, *inter alios*, the Company, the Obligor Cash Manager and the Obligor Security Trustee in connection with the provision of Cash Management Services to the Obligors,

"Obligor Cash Management Services" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Obligor Cash Manager" means Intu Properties plc or any Substitute Obligor Cash Manager,

"Obligor Deed of Charge" means the deed of charge dated on the Initial Issue Date between, among others, the Company and the Obligor Security Trustee,

"Obligor Guarantee" means each guarantee provided on a joint and several basis by each Obligor in favour of the Obligor Security Trustee pursuant to Clause 8 (*Obligor Guarantee*) of the CTA,

"Obligor Pre-Enforcement Priority of Payments" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Obligor Secured Liabilities" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Obligor Security Documents" shall mean

- (a) the Obligor Deed of Charge,
- (b) any Standard Security,

Short particulars of all the property mortgaged or charged

Continuation page (7)

VCP Nominees No 2 Limited (04707160)

- (c) any Scottish Shares Pledge,
- (d) the Obligor Floating Charge Agreement,
- (e) the STID and each deed of accession thereto, together with any deed supplemental to the STID and referred to in the STID as a "Supplemental Deed",
- (f) any Assignment of Income, and
- (g) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Secured Participant in respect of the Obligor Secured Liabilities,

"OFCA Floating Security" means the floating charges granted by the Obligors in favour of the Obligor Security Trustee (on trust for the Issuer) pursuant to the Obligor Floating Charge Agreement,

"OFCA Secured Liabilities" means, in respect of any Obligor, (1) all sums from time to time owing to the Issuer under any Intercompany Loan Agreement, (2) all sums eventually falling due and payable by such Obligor (if any) to the Issuer under the loan referred to in Clause 2 1 (*Loan*) of the Obligor Floating Charge Agreement and made to such Obligor, (3) all obligations under and amounts owed to the Issuer by each Obligor under the Obligor Guarantees provided pursuant to Clause 8 (*Obligor Guarantee*) of the CTA and (4) all fees and expenses payable by the Obligors to the Obligor Security Trustee (and any administrative receiver) by way of joint and several liability under the Obligor Floating Charge Agreement,

"Paying Agency Agreement" means the paying agency agreement dated on the Initial Issue Date between, amongst others, the Issuer and the Principal Paying Agent relating to the Programme,

"PP Note Documents" means, in relation to any issuance of PP Notes, the transaction documents entered into in relation thereto and designated as such by agreement between FinCo and the Obligor Security Trustee, including (without limitation)

- (a) the relevant note purchase or subscription agreement,
- (b) any related trust deed,
- (c) the PP Notes,
- (d) the associated investor letters,
- (e) any placement agent letter,
- (f) the related accession memorandum, and
- (g) any other document designated as such by agreement between FinCo and the Obligor Security Trustee,

"PP Noteholders" means the holders from time to time of PP Notes,

"PP Notes" means transferable securities issued directly by FinCo to institutional investors by private placement thereof, subject to the terms of the Common Terms Agreement and the other Finance Documents,

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VCP Nominees No 2 Limited (04707160)

"Principal Paying Agent" means HSBC Bank plc or such other Principal Paying Agent as may be appointed in accordance with the Paying Agency Agreement either generally or in relation to a specific Series or Tranche of Notes,

"Programme" means the £5,000,000,000 programme of the Issuer for the issuance of medium-term notes from time to time,

"Programme Agreement" means the agreement between the Issuer and the Dealers named therein (or deemed named therein) concerning the purchase of Notes to be issued pursuant to the Programme together with any agreement for the time being in force amending, replacing, novating or modifying such agreement and any accession letters and/or agreements supplemental thereto,

"Property" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Property Administrator" means the providers of property administration and management services to the Properties pursuant to the Property Administration Agreement, being Intu Property Management Limited, Intu Lakeside Property Management Limited, Intu Braehead Property Management Limited and Intu Watford Property Management Limited, and any other property administrator which accedes thereto,

"Property Administration Agreement" means the property administration agreement entered into between, *inter alios*, the Obligor Security Trustee and the Property Administrators dated on the Initial Issue Date, as amended from time to time,

"Property Manager" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Scottish Lease Documents" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Scottish Property" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Scottish Shares Pledge" means in relation to any shares in a company incorporated in Scotland and owned by any Obligor, a Scottish pledge of shares, in the form set out in the Obligor Deed of Charge,

"Secured Participant" means

- (a) the Obligor Security Trustee (in its own capacity and on behalf of the other Secured Participants),
- (b) in respect of the Intercompany Loan Agreement and each ICL Loan, the Issuer,
- (c) each Authorised Loan Facility Agent,
- (d) the Authorised Loan Facility Providers,
- (e) each Hedge Counterparty under each Hedging Agreement,
- (f) the Property Administrators,

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VCP Nominees No 2 Limited (04707160)

- (g) the Property Manager (if appointed),
- (h) any Substitute Obligor Cash Manager,
- (i) the Obligor Account Bank,
- (j) the Liquidity Facility Provider (if any), and

any Additional Secured Participants (including, without limitation, any PP Noteholders),

"Security Trust and Intercreditor Deed" or **"STID"** means the security trust and intercreditor deed dated 19 March 2013 and entered into between, amongst others, the Company and the Obligor Security Trustee,

"Series" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Standard Security" means a first ranking standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 granted over a Scottish Property,

"Subscription Agreement" means an agreement between, among others, two or more relevant Dealers and the Issuer made pursuant to Clause 2.2 (*Syndicated Issues*) of the Programme Agreement,

"Substitute Obligor Account Bank" means a substitute account bank appointed pursuant to the Obligor Account Bank Agreement,

"Substitute Obligor Cash Manager" means any entity which is appointed to perform the Obligor Cash Management Services in place of the Obligor Cash Manager pursuant to Clause 11 (*Resignation and Termination*) of the Obligor Cash Management Agreement,

"Tax Deed of Covenant" means the deed of covenant in relation to certain taxation matters entered into on the Initial Issue Date between, *inter alios*, the Issuer and the Obligor Security Trustee,

"Tranche" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

Short particulars of all the property mortgaged or charged

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VCP Nominees No 2 Limited (04707160)

Note (2): The Obligor Floating Charge Agreement provides that

1.1 Crystallisation: By Notice

In addition and without prejudice to any other event resulting in a crystallisation of any OFCA Floating Security or any other right the Obligor Security Trustee may have, the Obligor Security Trustee may by notice to FinCo on behalf of the Obligors convert the floating charge created by the Obligor Floating Charge Agreement into a fixed charge as regards all or any of the Company's assets specified in the notice if

- 1 1 1 any Obligor Event of Default has occurred and is continuing and has not been waived,
- 1 1 2 the Obligor Security Trustee, acting in accordance with the STID, reasonably believes that the Charged Property or any part thereof is in danger of being seized or sold under any form of distress, attachment, diligence, or execution or is otherwise in jeopardy,
- 1 1 3 the Obligor Security Trustee, acting in accordance with the STID, reasonably considers it desirable in order to protect the priority of the OFCA Floating Security, or
- 1 1 4 any Obligor requests the Obligor Security Trustee to exercise any of its powers under the Obligor Floating Charge Agreement

Following the giving of notice by the Obligor Security Trustee but prior to any Enforcement Action being taken by a Secured Participant, the Obligor Security Trustee may withdraw such notice and such withdrawal is to be taken as confirmation that such floating charge has not been converted into a first fixed charge provided that in the opinion of the Obligor Security Trustee (acting in accordance with the STID) such withdrawal would not prejudice the interests of the Secured Participants under the Finance Documents

1.2 Crystallisation: Automatic

In addition and without prejudice to any other event resulting in a crystallisation of any OFCA Floating Security, each OFCA Floating Security contained herein shall automatically be converted into a fixed charge over the undertaking and all the assets or undertaking of the Company if and when

- 1 2 1 an Obligor Enforcement Notice is delivered to the Company on behalf of the Obligors pursuant to Clause 20 4 (*Obligor Enforcement Notice*) of the STID,
- 1 2 2 any floating charge granted by the Company to any other person (whether permitted by the Finance Documents or not) (which for the avoidance of doubt includes the Obligor Deed of Charge Floating Security) crystallises for any reason whatsoever,
- 1 2 3 the Company creates or attempts to create any security over the Charged Property other than as permitted by the Finance Documents,
- 1 2 4 an Administrative Event occurs,
- 1 2 5 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property not subject to a fixed charge,
- 1 2 6 a Receiver is appointed over all or any of the Charged Property,

Short particulars of all the property mortgaged or charged

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VCP Nominees No 2 Limited (04707160)

- 1 2 7 a meeting is convened for the passing of a resolution for the voluntary winding-up of the Company,
- 1 2 8 a petition is presented for the compulsory winding-up of the Company, other than any petition which the Company reasonably considers to be vexatious, is contesting in good faith and which is dismissed, discharged, stayed or restrained within 45 days of the application,
- 1 2 9 a provisional liquidator is appointed to the Obligor, or
- 1 2 10 a resolution is passed or an order is made for the dissolution or reorganisation of the Obligor

For the purposes of this Note (3)

"Administrative Event" means, in relation to the Company

- (l) the presentation of an application to the court for the appointment of an administrator in relation to the Company, or
- (m) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of the Company or the filing of such a notice with the court,

in each case, other than any such notice in respect of an application or intention which FinCo or the Company reasonably considers to be vexatious, is contesting in good faith and which is dismissed, discharged, stayed or restrained within 45 days of the application,

"Charged Property" means the property, assets, rights and undertaking of each Obligor that are, in each case, from time to time subject, or expressed to be subject, to the Security Interests created in or pursuant to the Obligor Security Documents,

"Enforcement Action" means any step that the Obligor Security Trustee (on behalf of a Secured Participant) is instructed or required to take acting in accordance with the STID or a Secured Participant would otherwise be entitled to take to enforce or exercise its rights against or in relation to an Obligor under a Finance Document, including

- (a) the delivery of an Obligor Enforcement Notice,
- (b) the institution of proceedings against an Obligor,
- (c) the making of a demand for payment under a guarantee or any Finance Document,
- (d) the making of a demand for cash collateral under a guarantee,
- (e) the acceleration of Obligor Secured Liabilities or declaring any Obligor Secured Liabilities due and payable,
- (f) the cancellation of any commitments (howsoever defined),
- (g) the closing out or termination of any Hedging Agreement,
- (h) the exercise or enforcement of any Obligor Security,

Short particulars of all the property mortgaged or charged

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VCP Nominees No 2 Limited (04707160)

- (i) the appointment of (or refraining from doing so), or requirement to appoint, or the removal of, a Receiver (notwithstanding the appointment of an administrative receiver by it pursuant to the Obligor Floating Charge Agreement), administrator or administrative receiver, and
- (j) the crystallisation of, or the requirement to crystallise, any floating charge under (and pursuant to the terms of) any Obligor Security Document,
- (k) taking such action as it may think fit to enforce all or any part of the Obligor Security (at the times, in the manner and on the terms it thinks fit) and taking possession of and holding or disposing of all or any part of the Charged Property,
- (l) instituting such proceedings against an Obligor and taking such action as it may think fit to enforce all or any part of the Obligor Security,
- (m) consulting with any administrative receiver appointed by it pursuant to the OFCA Floating Security in relation to any dealing with assets over which such administrative receiver is appointed and/or, if necessary, the release of such asset from the Obligor Deed of Charge Floating Security, and

whether or not it has appointed a Receiver, exercising all or any of the powers, authorities and discretions conferred by statute (including, without limitation, the Law of Property Act 1925 of England and Wales, as amended from time to time), equity or common law (as varied or extended by the STID) on mortgagees and by the STID on any Receiver or otherwise conferred by law on mortgagees or Receivers

"Issuer Security Document" has the meaning given to it in Schedule 1 (*Definitions*) to the Master Definitions Agreement,

"Obligor Deed of Charge Floating Security" means the floating charge created pursuant to Clause 3.3 (*Floating Charges*) of the Obligor Deed of Charge,

"Obligor Enforcement Notice" means a notice delivered by the Obligor Security Trustee in accordance with Clause 20.4 (*Obligor Enforcement Notice*) of the STID in respect of the Obligor Security, following which the Obligor Secured Liabilities shall become due and payable,

"Obligor Event of Default" means an event specified as such in Schedule 5 (*Obligor Events of Default*) to the Common Terms Agreement,

"Obligor Security" means the security constituted by the Obligor Security Documents and granted by any (or all) of the Obligors, the Obligor Guarantees in the CTA granted by any (or all) of the Obligors and any other guarantee or obligation to provide cash collateral or further assurance thereunder in favour of the Obligor Security Trustee for the benefit of the Secured Participants,

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed in respect of the assets from time to time subject to the Security Interests constituted by the Security Documents (whether appointed pursuant to a Security Document, any statute, by a court or otherwise),

"Security Documents" means the Obligor Security Documents and/or the Issuer Security Documents, as applicable, and

Short particulars of all the property mortgaged or charged

Continuation page (13)

VCP Nominees No 2 Limited (04707160)

"Security Interest" means

- (a) any mortgage, standard security, pledge, lien, charge, assignment, assignation or hypothecation or other encumbrance securing any obligation of any person,
- (b) any arrangement under which money, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person, or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4707160
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FLOATING SECURITY DOCUMENT
DATED 19 MARCH 2013 AND CREATED BY VCP NOMINEES
NO.2 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO THE ISSUER AND THE
OBLIGOR SECURITY TRUSTEE (AND ANY ADMINISTRATIVE
RECEIVER) UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 25 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2013

LIC



Companies House



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