



**Registration of a Charge**

Company name: **WRP MANAGEMENT LIMITED**

Company number: **04104513**



X88ZSIGZ

Received for Electronic Filing: **04/07/2019**

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**Details of Charge**

Date of creation: **28/06/2019**

Charge code: **0410 4513 0004**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LINKLATERS LLP**



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

Company number: 4104513

Charge code: 0410 4513 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2019 and created by WRP MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2019 .

Given at Companies House, Cardiff on 5th July 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Certified as a true copy of the  
original save for redactions made in  
accordance with Section 859G of  
the Companies Act 2006  
Linnell & Co  
04.07.19

## OFCA DEED OF ACCESSION – CHARTER PLACE

This OFCA Deed of Accession is made as a deed on 28 June 2019 between:

- (1) WRP Management Limited, a company incorporated in England and Wales with its registered office at 40 Broadway, London SW1H 0BT (registered number 04104513) (the "Additional Obligor");
- (2) Each of the companies named as Obligor in the Obligor Floating Charge Agreement referred to below (the "Obligors");
- (3) HSBC Corporate Trustee Company (UK) Limited as the Obligor Security Trustee (the "Obligor Security Trustee"); and
- (4) Intu (SGS) Finance plc as the Issuer (the "Issuer").

### WHEREAS:

- (A) The Obligors have entered into a floating charge agreement dated 19 March 2013 (as supplemented and amended by any OFCA Deed of Accession or otherwise from time to time, the "Obligor Floating Charge Agreement") between the Obligors, the Obligor Security Trustee and the Issuer.
- (B) The Additional Obligor has at the request of the Obligors and in consideration of the Secured Participants making or continuing to make facilities available to the Obligors or any other member of the Security Group and after giving due consideration to the terms and conditions of the Finance Documents and the Obligor Floating Charge Agreement and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become an Obligor under the Obligor Floating Charge Agreement.

This Deed witnesses and it is declared as follows:

### 1. Definitions

Terms defined in the Obligor Floating Charge Agreement shall have the same meaning in this Deed.

### 2. Accession

- 2.1 The Additional Obligor hereby agrees to become a party to and to be bound by the terms of the Obligor Floating Charge Agreement as an Obligor with immediate effect and so that the Obligor Floating Charge Agreement shall be read and construed for all purposes as if the Additional Obligor had been an original party thereto in the capacity of Obligor (but so that the security created consequent on such accession shall be created on the date hereof). The Additional Obligor hereby undertakes to be bound by all the covenants and agreements in the Obligor Floating Charge Agreement which are expressed to be binding on an Obligor. In accordance with the foregoing, the Additional Obligor now grants to the Obligor Security Trustee the charge described in the Obligor Floating Charge Agreement as being granted, created or made by Obligors thereunder, to the intent that its charge shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Obligor Floating Charge Agreement or of any other party's execution

thereof or any other OFCA Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Obligor Floating Charge Agreement or in any other OFCA Deed of Accession. The Obligor Floating Charge Agreement and this Deed shall be read as one to this extent and so that references in the Obligor Floating Charge Agreement to "this Deed", "herein", and similar phrases shall be deemed to include this Deed.

**2.2** The Obligors hereby agree to all matters provided for herein.

**2.3** Without limiting the generality of the other provisions of this Deed and the Obligor Floating Charge Agreement, pursuant to the terms hereof and of the Obligor Floating Charge Agreement, the Additional Obligor hereby as security for the payment of all OFCA Secured Liabilities (whether of that or any other Obligor) charges with full title guarantee in favour of the Obligor Security Trustee (as trustee for the Issuer) by way of a first floating charge all of its present and future assets and undertaking. The OFCA Floating Security created by this paragraph shall (a) rank equally in point of priority with the Obligor Deed of Charge Floating Security and neither of them shall have priority over the other, and (b) be deferred in point of priority to all Obligor Fixed Security validly and effectively created by such Additional Obligor under the Obligor Security Documents in favour of the Obligor Security Trustee (as trustee for itself and on behalf of the other Secured Participants) as security for the Obligor Secured Liabilities. Paragraph 14 of Schedule B1 of the Insolvency Act applies to the floating charge created pursuant to this paragraph.

### **3 Governing Law**

This Deed and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and is delivered on the date written at the start of this Deed.

**Signature page of the Deed of Accession**

**This Deed** has been executed and delivered as a deed on the date stated at the beginning.

**The Additional Obligor**

**EXECUTED** as a **DEED** on behalf of  
**WRP MANAGEMENT LIMITED**

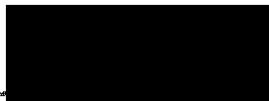
By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**The Obligors**

**FinCo**

**EXECUTED** as a **DEED** on behalf of  
**INTU (SGS) FINCO LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Matthew Roberts

**SGS SPV**

**EXECUTED** as a **DEED** on behalf of  
**INTU (SGS) LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Matthew Roberts

**SGS HoldCo**

**EXECUTED** as a **DEED** on behalf of  
**INTU (SGS) HOLDCO LIMITED**

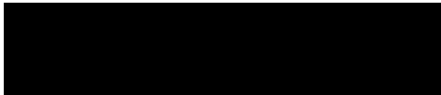
By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Matthew Roberts

**Lakeside Co**

**EXECUTED** as a **DEED** on behalf of  
**INTU LAKESIDE LIMITED**

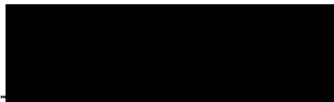
By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**Watford Co**

**EXECUTED** as a **DEED** on behalf of  
**INTU WATFORD LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**Braehead Co 1**

**EXECUTED** as a **DEED** on behalf of  
**BRAEHEAD GLASGOW LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira



**Braehead Co 2**

**EXECUTED as a DEED on behalf of  
BRAEHEAD PARK INVESTMENTS LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**Investments Co**

**EXECUTED as a DEED on behalf of  
INTU PROPERTIES INVESTMENTS LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**Victoria Centre Co 1**

**EXECUTED** as a **DEED** on behalf of  
**VCP (GP) LIMITED**

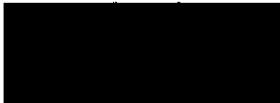
By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**The Partnership**

**EXECUTED** as a **DEED** by **VCP (GP) LIMITED**, general partner, for and on behalf of  
**THE VICTORIA CENTRE PARTNERSHIP**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Matthew Roberts

**Victoria Centre Co 3**

**EXECUTED** as a **DEED** on behalf of  
**VCP NOMINEES NO. 1 LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**Victoria Centre Co 4**

**EXECUTED** as a **DEED** on behalf of  
**VCP NOMINEES NO. 2 LIMITED**

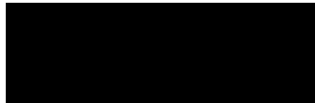
By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**Derby Parent 1**

**EXECUTED** as a **DEED** on behalf of  
**INTU DERBY LIMITED**

By:



Director

Name: **Alex King**

in the presence of:

Witness's signature

Name:

Address: **Tom McAlister**  
**Senior Corporate Administrator**

Occupation: **22 Grenville Street**  
**St Helier**  
**Jersey**  
**JE4 8PX**

**Derby Parent 2**

**EXECUTED** as a **DEED** on behalf of  
**INTU DERBY 2 LIMITED**

By:



Director

Name: **Alex King**

in the presence of:

Witness's signature

Name:

Address: **Tom McAlister**  
**Senior Corporate Administrator**

Occupation: **22 Grenville Street**  
**St Helier**  
**Jersey**  
**JE4 8PX**

**Derby Borrower**

**EXECUTED** as a **DEED** on behalf of  
**THE WILMSLOW (NO.3) LIMITED**  
**PARTNERSHIP** by its general partner  
**WILMSLOW (NO.3) GENERAL**  
**PARTNER LIMITED**

By:



Director

Name: Robert Allen

By:



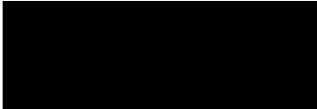
Director/Company Secretary

Name: Trevor Pereira

**Derby General Partner 1**

**EXECUTED** as a **DEED** on behalf of  
**WILMSLOW (NO.3) GENERAL**  
**PARTNER LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**Derby Limited Partner 1**

**EXECUTED** as a **DEED** on behalf of  
**DERBY INVESTMENTS LIMITED**  
**PARTNERSHIP** by its general partner  
**DERBY INVESTMENTS GENERAL**  
**PARTNER LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Matthew Roberts

**Derby General Partner 2**

**EXECUTED** as a **DEED** on behalf of  
**DERBY INVESTMENTS GENERAL**  
**PARTNER LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Matthew Roberts

**Derby Limited Partner 2**

**EXECUTED** as a **DEED** on behalf of  
**DERBY TRUSTEE NO. 1 LIMITED** in  
its capacity as trustee of Intu Derby  
Jersey Unit Trust  
By:

\_\_\_\_\_  


Director

Name: Alex King

in the presence of:

Witness's signature \_\_\_\_\_  


Name: Tom McAlister  
Address: Senior Corporate Administrator

22 Grenville Street  
Occupation: St Helier  
Jersey  
JE4 8PX

**EXECUTED** as a **DEED** on behalf of  
**DERBY TRUSTEE NO. 2 LIMITED** in  
its capacity as trustee of Intu Derby  
Jersey Unit Trust  
By:

\_\_\_\_\_  


Director

Name: Alex King

in the presence of:

Witness's signature \_\_\_\_\_  


Name:  
Address: Tom McAlister  
Senior Corporate Administrator

Occupation:  
22 Grenville Street  
St Helier  
Jersey  
JE4 8PX



**Derby Limited Partner 3**


**EXECUTED** as a **DEED** on behalf of  
**DERBY TRUSTEE NO. 1 LIMITED** in  
its capacity as trustee of the Midlands  
Shopping Centre Jersey Unit Trust  
(No.1)  
By:



Director

Name: Alex King

in the presence of:

Witness's signature 

Name:

Address: Tom McAlister  
Senior Corporate Administrator  
22 Grenville Street

Occupation: St Helier  
Jersey  
JE4 8PX

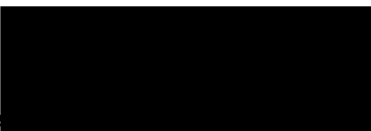
**EXECUTED** as a **DEED** on behalf of  
**DERBY TRUSTEE NO. 2 LIMITED** in  
its capacity as trustee of the Midlands  
Shopping Centre Jersey Unit Trust  
(No.1)  
By:



Director

Name: Alex King

in the presence of:

Witness's signature 

Name:

Address: Tom McAlister  
Senior Corporate Administrator

Occupation: 22 Grenville Street  
St Helier  
Jersey  
JE4 8PX

**Derby Nominee 1**

**EXECUTED** as a **DEED** on behalf of  
**W (NO.3) GP (NOMINEE A) LIMITED**

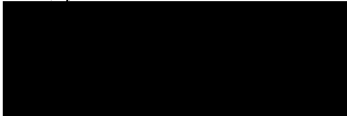
By:



Director

Name: Robert Allen

By:



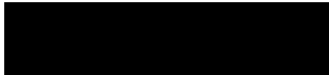
Director/Company Secretary

Name: Trevor Pereira

**Derby Nominee 2**

**EXECUTED** as a **DEED** on behalf of  
**W (NO.3) GP (NOMINEE B) LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**Derby Nominee 3**

**EXECUTED as a DEED on behalf of  
WILMSLOW (NO.3) (NOMINEE A)  
LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

**Derby Nominee 4**

**EXECUTED as a DEED on behalf of  
WILMSLOW (NO.3) (NOMINEE B)  
LIMITED**

By:



Director

Name: Robert Allen

By:



Director/Company Secretary

Name: Trevor Pereira

The Obligor Security Trustee

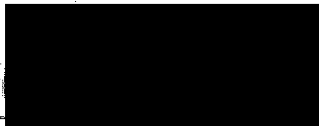
EXECUTED as a DEED by

SIMON LAZARUS the duly

authorised attorney of

**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

(in its capacity as Obligor Security Trustee)



in the presence of:



Witness's signature

*CHARLOTTE DAVIDSON*

Name:

Address:

HSBC Bank Plc  
8 Canada Square

Occupation:

London

TRANSACTION: E14 5HQ

*MANAGER*

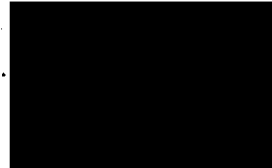
**The Issuer**

**EXECUTED** as a **DEED** by

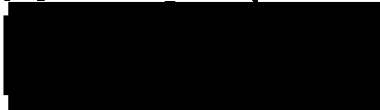
**INTU (SGS) FINANCE PLC**

~~Participating Intertrust Directors 1 Limited~~ a Director in  
the presence of:

[Signature of Director]



[Signature of witness]



Name: **Azad Dugala**

Occupation: **Assistant Manager**

Address: **5 Great St Helens  
London  
EC3A 6AP**