

244096 / 23.

In accordance with
Sections 859A &
859J of the Companies
Act 2006.

MR01

Particulars of a charge

Oyez



Go online to file this information
www.gov.uk/companieshouse

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

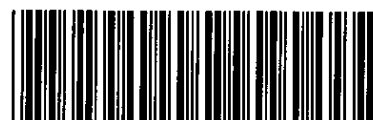
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR0

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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. The copy must be scanned and placed on the public record. Do not send the original.



A865ZHHD
A23 24/05/2019 #209
COMPANIES HOUSE

FRIDAY

1 Company details

Company number 05481408

Company name in full PERFORMANCE RETAIL (GENERAL PARTNER) LIMITED on
behalf of PERFORMANCE RETAIL LIMITED PARTNERSHIP

For official use
10
► **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 9/05/2019

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 ☒ WELLS FARGO BANK, N.A., LONDON BRANCH (as Security
Agent)

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.

MR01

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

The land within title number ESX41430 shown numbered 21, 22, 29, 32, 79, 86 and 87 in mauve on the title plan to title number ESX41430 appended to the instrument.

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 Allen & Overy LLP
on behalf of the chargee 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 Elvira Ivockina

Company name Allen and Overy

Address One Bishops Square

Post town London

County/Region UK

Postcode E 1 6 A D

Country UK

DX DX

Telephone 020 3088 0000



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5481408

Charge code: 0548 1408 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2019 and created by PERFORMANCE RETAIL (GENERAL PARTNER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2019.

P

Given at Companies House, Cardiff on 31st May 2019



Companies House



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

SUPPLEMENTAL SECURITY AGREEMENT

DATED 10 May 2019

BETWEEN

PERFORMANCE RETAIL LIMITED PARTNERSHIP
(as a Chargor)

AND

PERFORMANCE RETAIL (GENERAL PARTNER) LIMITED
(as a Chargor)

AND

PERFORMANCE RETAIL (NOMINEE) LIMITED
(as a Chargor)

AND

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

Allen & Overy LLP
22.05.2019
Allen & Overy LLP

Except for material redacted pursuant to
s859G of the Companies Act 2006
I certify that this is a correct copy
of the original document

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THIS DEED is dated 10 May 2019 and is made

BETWEEN:

- (1) **PERFORMANCE RETAIL (GENERAL PARTNER) LIMITED**, a private limited liability company incorporated in England and Wales and registered with company number 05481408, as general partner of the limited partnership carrying on business under the name of **PERFORMANCE RETAIL LIMITED PARTNERSHIP** and being registered in England and Wales as a limited partnership under the Limited Partnership Act 1907 with registration number LP10573 (the **Borrower**);
- (2) **PERFORMANCE RETAIL (GENERAL PARTNER) LIMITED**, a private limited liability company incorporated in England and Wales and registered with company number 05481408 (the **GP**);
- (3) **PERFORMANCE RETAIL (NOMINEE) LIMITED**, a private limited liability company incorporated in England and Wales and registered with company number 05481303 (the **Nominee** and, together with the Borrower and the GP, the **Chargors**); and
- (4) **WELLS FARGO BANK, N.A., LONDON BRANCH**, as security trustee for the Secured Parties (as defined in the Facility Agreement, defined below) (the **Security Agent**).

BACKGROUND:

- (A) Under an English law governed security agreement dated 1 June 2017 between, among others, the Chargors and the Security Agent (the **Original Debenture**), each Chargor charged by way of first legal mortgage, first fixed charge and assignment by way of security certain of its assets as security for the payment and satisfaction of all of the Secured Liabilities (as defined in the Facility Agreement, defined below).
- (B) In accordance with the Facility Agreement (as defined below), the Chargors have acquired interest in property and, accordingly, the Chargors have agreed to enter into this Deed in connection with the Facility Agreement (as defined below).
- (C) This Deed is supplemental to the Original Debenture.
- (D) It is intended that this document takes effect as a deed, notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Facility Agreement means the £58,000,000 facility agreement dated 31 May 2017 (as amended and/or restated from time to time) between, among others, the Chargors and the Security Agent.

Party means a party to this Deed.

1.2 Construction

- (a) Capitalised terms defined in the Original Debenture have the same meaning in this Deed, unless otherwise expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) to 1.4 (*Third party rights*) (inclusive) of the Facility Agreement apply to this Deed with all necessary linguistic modifications and 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 restriction 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) **this Security** means any security created by this Deed;
 - (iii) any **asset** or **assets**, unless expressly stated otherwise, includes present and future properties, revenues and rights of every description; and
 - (iv) this Security having become enforceable is a reference to the Security having become enforceable pursuant to clause 10.1 (*Event of Default*) of the Original Debenture.
- (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 Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

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 the Chargors;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Land

- (a) Each Chargors charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property specified in Schedule 1 (*Real Property*); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Confirmation

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

- (a) it has charged in favour of the Security Agent by way of first fixed charge the assets relating to the property specified in Schedule 1 (*Real Property*) and referred to in clauses 3.2(a) (*Land*), 3.3 (*Investments*), 3.5 (*Plant and machinery*), 3.6 (*Credit balances*), 3.7 (*Book debts etc.*), 3.8(b) (*Insurances*), 3.9(a)(ii) (*Other contracts*), 3.9(b) (*Other contracts*) and 3.10 (*Miscellaneous*) of the Original Debenture; and
- (b) it has assigned to the Security Agent by way of security the assets relating to the property referred to in clauses 3.8(a) (*Insurances*) and 3.9(a)(i) (*Other contracts*) of the Original Debenture.

3. INCORPORATION

The provisions of clauses 2 (*Confirmation of authority*), 4 (*Restrictions on dealings*), 5 (*Land*) and 10 (*When security becomes enforceable*) to 19 (*Release*) (inclusive) of the Original

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Debenture are deemed to be incorporated in full into this Deed, with all necessary linguistic modifications as if they were set out in full in this Deed.

4. CONTINUATION

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

5. GOVERNING LAW

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

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

EXECUTION VERSION

SCHEDULE 1

REAL PROPERTY

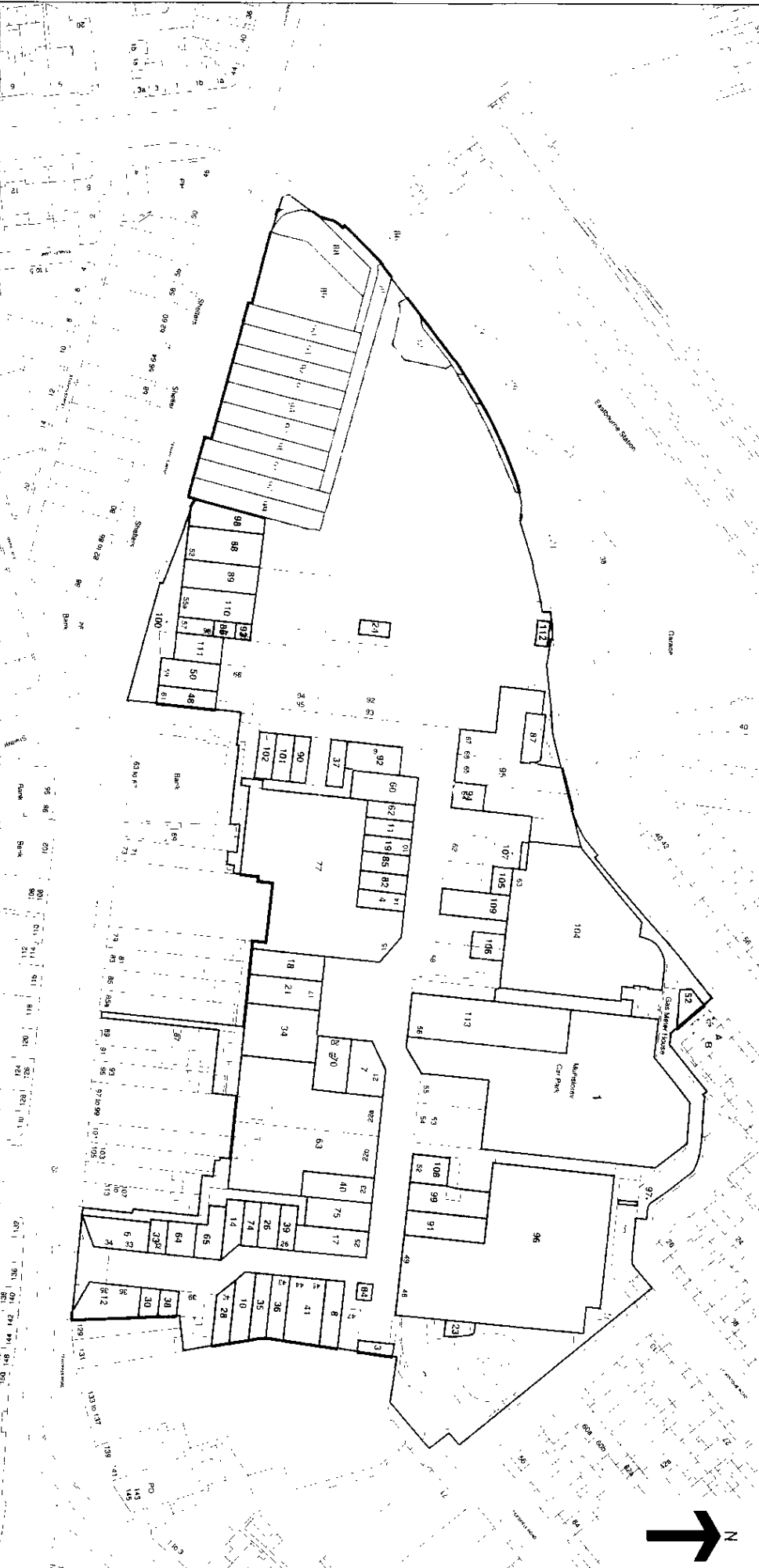
The land within title number ESX41430 shown numbered 21, 22, 29, 32, 79, 86 and 87 in mauve on the title plan to title number ESX41430 appended hereto.

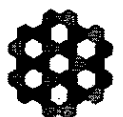
HM Land Registry Official copy of title plan

Title number **ESX41430**
Ordnance Survey map reference **TV6199SW**
Scale **1:1250**
Administrative area **East Sussex: Eastbourne**



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See supplementary plans no.s 1 to 7.

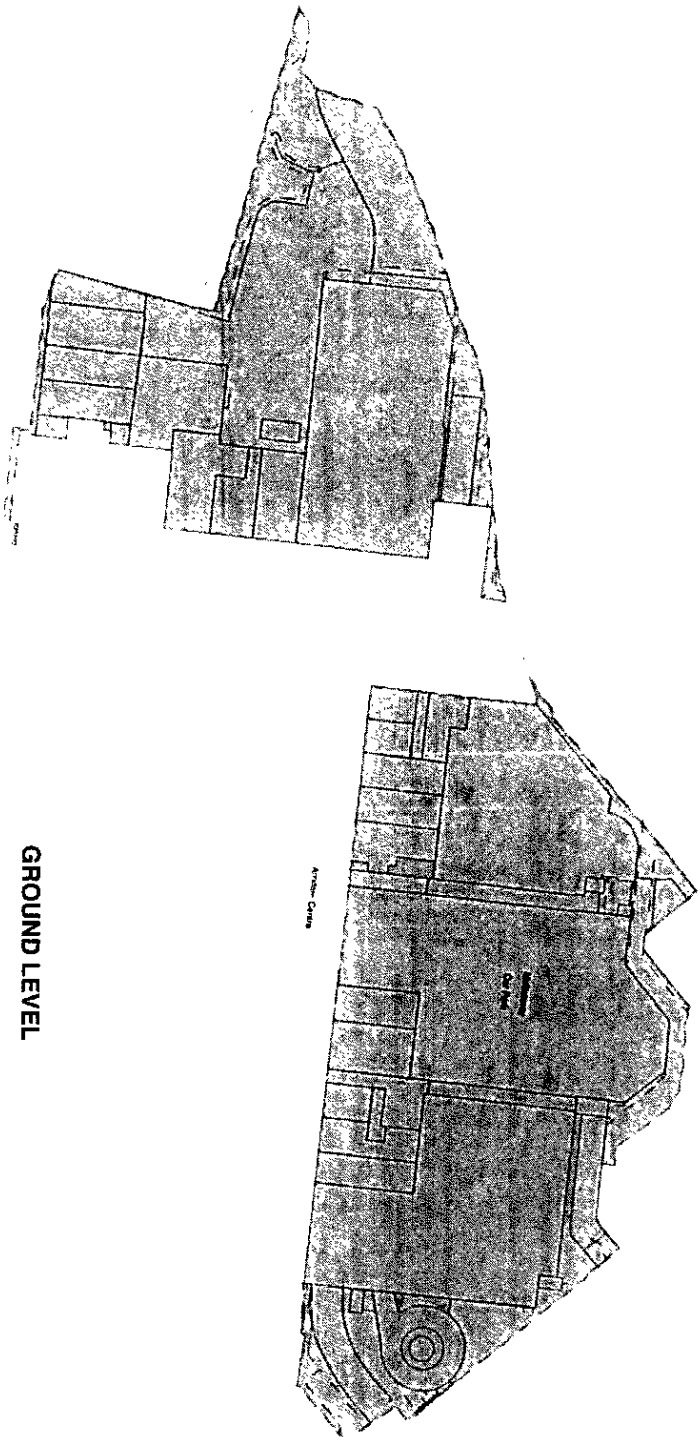




HM Land Registry Supplementary plan

Title number **ESX41430**
Ordnance Survey map reference **TV6199SW**
Scale **1:1250**
Administrative area **East Sussex: Eastbourne**

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Supplementary plan no. 1.



This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.



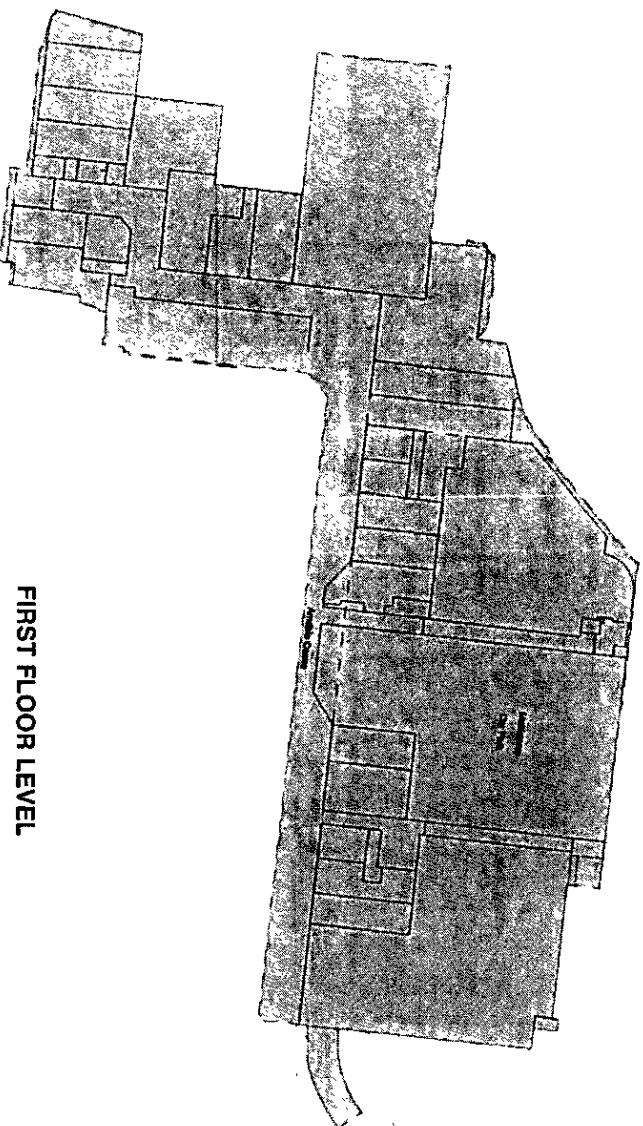
0957002009



HM Land Registry
Supplementary
plan

Title number **ESX41430**
Ordnance Survey map reference **TV6199SW**
Scale **1:1250**
Administrative area **East Sussex: Eastbourne**

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Supplementary plan no.2.



FIRST FLOOR LEVEL

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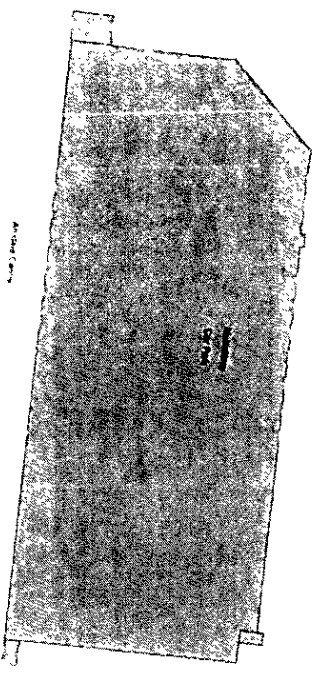
0957002009



HM Land Registry Supplementary plan

Title number **ESX41430**
Ordnance Survey map reference **TV6199SW**
Scale **1:1250**
Administrative area **East Sussex: Eastbourne**

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Supplementary plan no. 3.



SECOND FLOOR LEVEL

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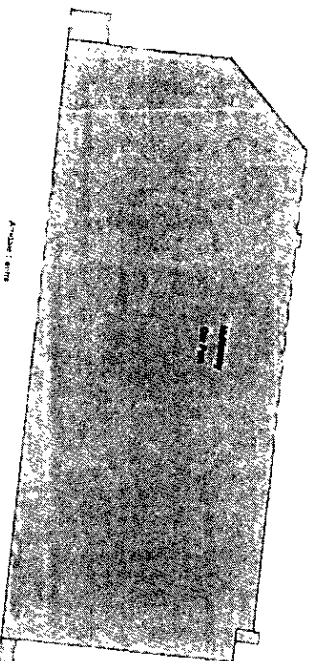
0957002009



HM Land Registry Supplementary plan

Title number ESX41430
Ordnance Survey map reference TV6199SW
Scale 1:1250
Administrative area East Sussex: Eastbourne

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Supplementary plan no. 4.



17

THIRD AND FOURTH FLOOR LEVELS

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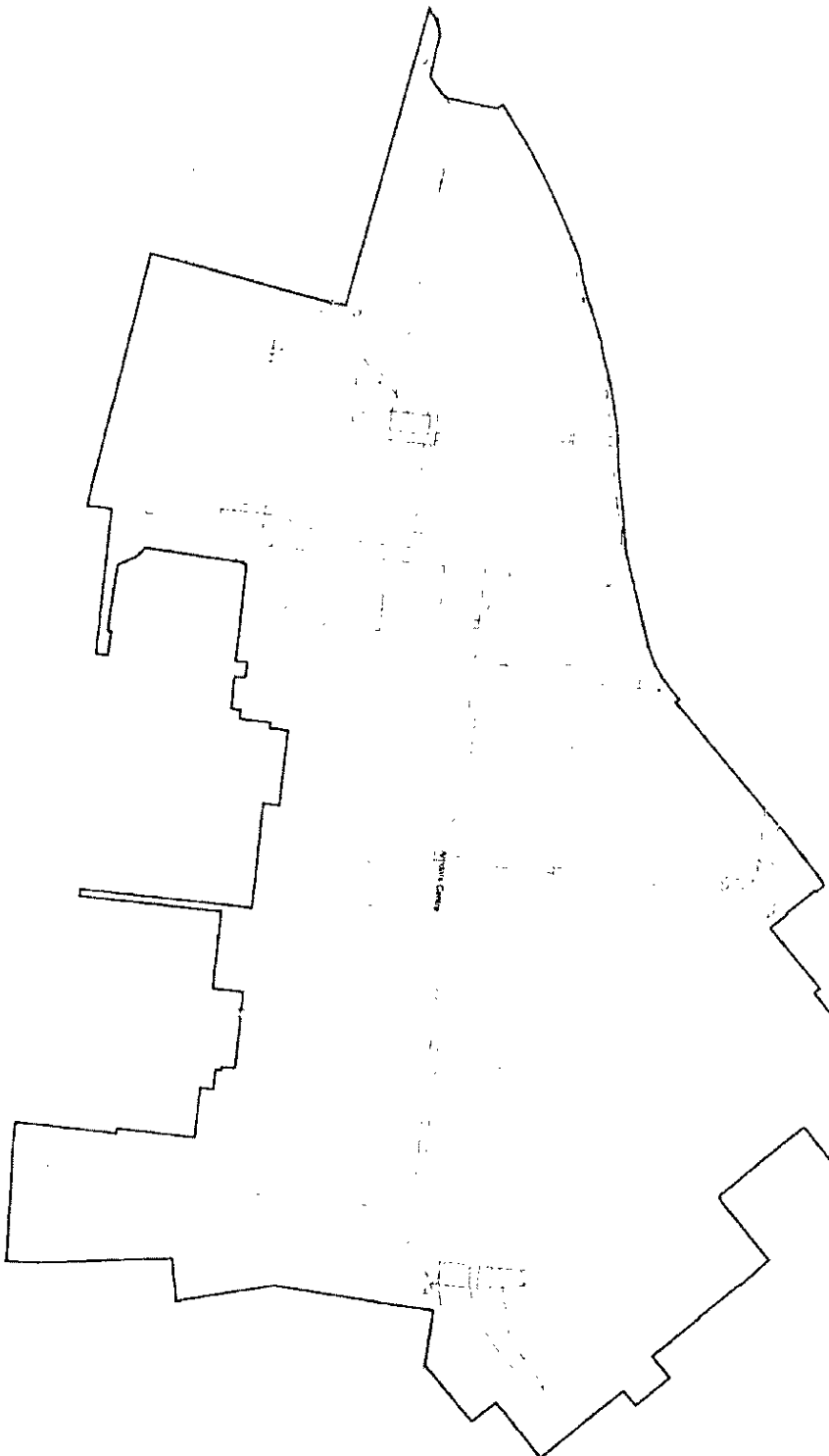
0957002009



HM Land Registry Supplementary plan

Title number **ESX41430**
Ordnance Survey map reference **TV6199SW**
Scale **1:1250**
Administrative area **East Sussex: Eastbourne**

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Supplementary plan no. 6.



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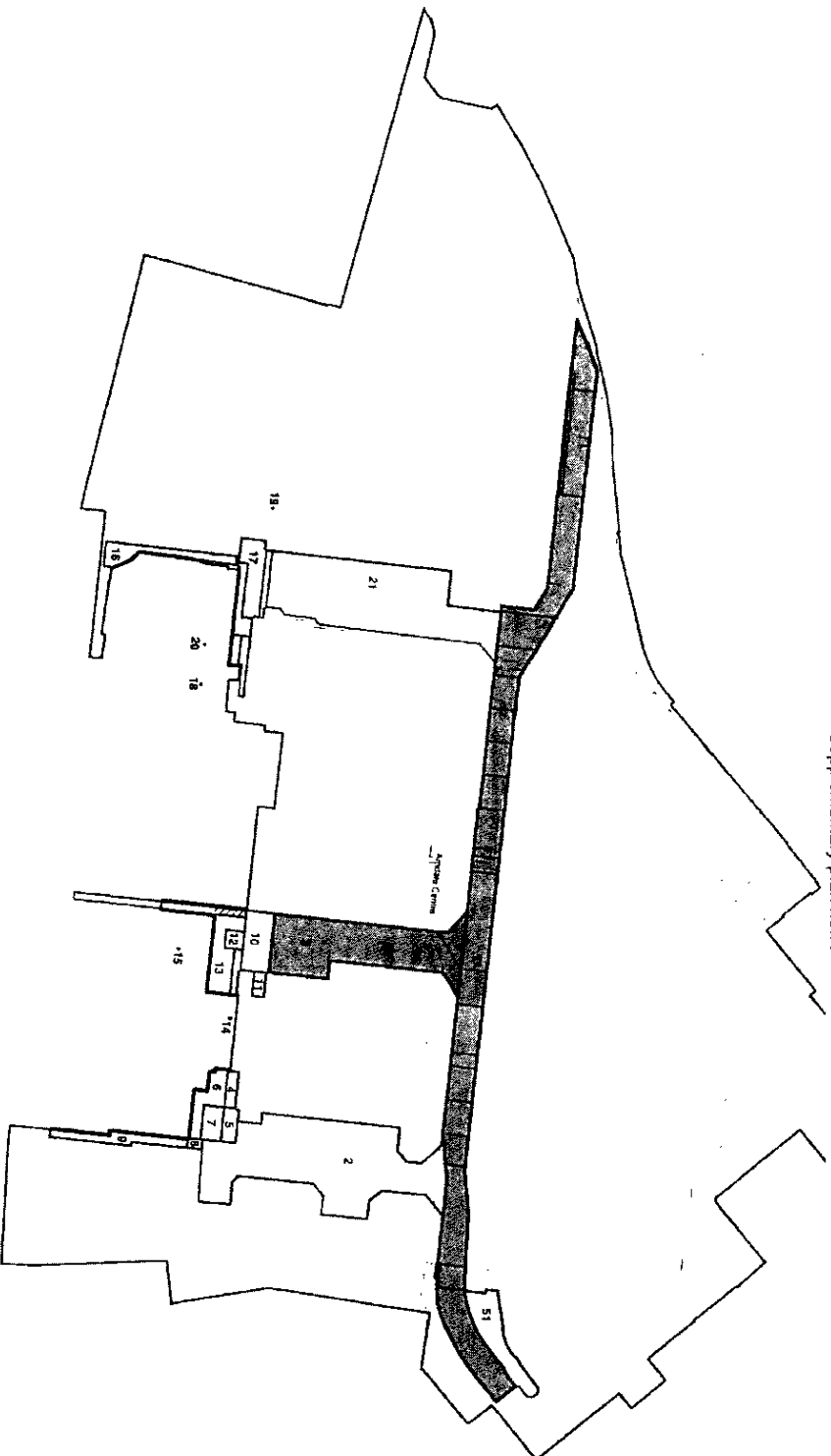
0957002009



HM Land Registry Supplementary plan

Title number **ESX41430**
Ordnance Survey map reference **TV6199SW**
Scale **1:1250**
Administrative area **East Sussex: Eastbourne**

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Supplementary plan no 7.



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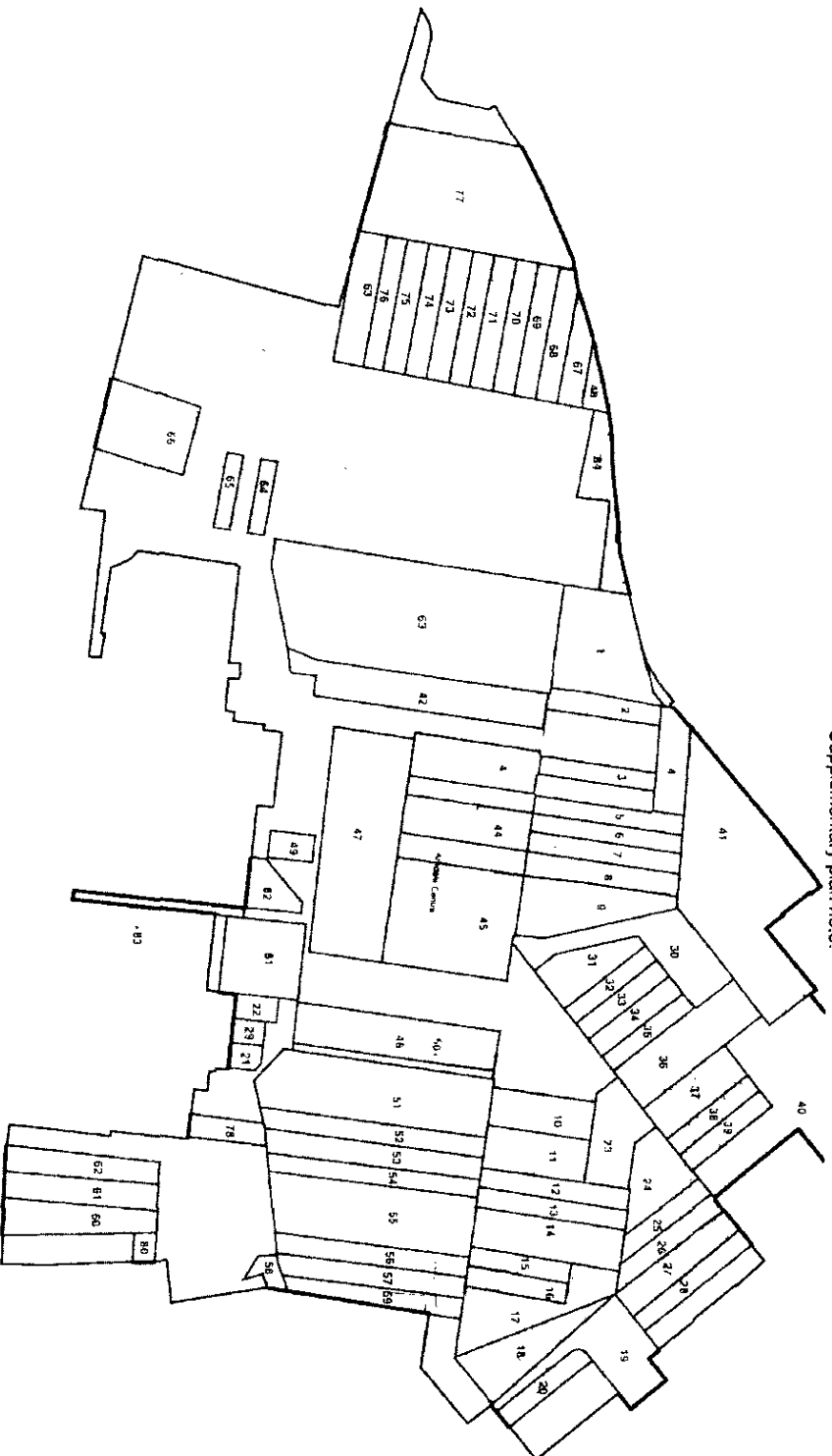
0957002009



HM Land Registry Supplementary plan

Title number ESX41430
Ordnance Survey map reference TV6199SW
Scale 1:1250
Administrative area East Sussex: Eastbourne

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Supplementary plan no.5.



This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.



057002009

SIGNATORIES

Chargors

EXECUTED AS A DEED by)
PERFORMANCE RETAIL)
LIMITED PARTNERSHIP)
acting by its general partner)
PERFORMANCE RETAIL)
(GENERAL PARTNER) LIMITED)
acting by)



ANDREW BANKS
Director (*print*)

In the presence of:

Witness



Signature:

Name (*print*): GRANT WYRELL

Address: ONE COLEMAN STREET

LONDON

EC2R 5AA

EXECUTION VERSION

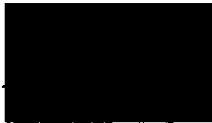
EXECUTED AS A DEED by)
PERFORMANCE RETAIL)
(GENERAL PARTNER) LIMITED)
acting by)



ANDREW BANKS
Director (*print*)

In the presence of:

Witness



Signature:

Name (*print*): GRANT WOODALL

Address: ONE COLEMAN STREET
LONDON
EC2R 5NA

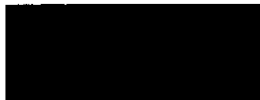
EXECUTED AS A DEED by)
PERFORMANCE RETAIL)
(NOMINEE) LIMITED)
acting by)



ANDREW BANKS
Director (*print*)

In the presence of:

Witness



Signature:

Name (*print*): GRANT WOODALL

Address: ONE COLEMAN STREET
LONDON
EC2R 5NA

EXECUTION VERSION

Security Agent

EXECUTED as a DEED by
WELLS FARGO BANK, N.A., LONDON BRANCH,
a company incorporated in the USA, acting by

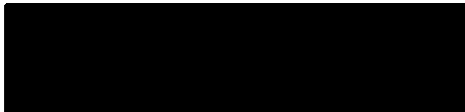
TIM BIBB

.....
who, in accordance with the laws of that territory,
is acting under the authority of the company

Signature in name of company:

WELLS FARGO BANK, N.A., LONDON BRANCH

Signature:

A solid black rectangular box used to redact the signature of the authorised signatory.

.....
(Authorised signatory)