



**Registration of a Charge**

Company name: **SUPERMARKET INCOME INVESTMENTS UK (NO3) LTD**

Company number: **10866364**



X7B217NU

Received for Electronic Filing: **27/07/2018**

---

**Details of Charge**

Date of creation: **18/07/2018**

Charge code: **1086 6364 0003**

Persons entitled: **BAYERISCHE LANDESBANK AS SECURITY AGENT FOR THE SECURED PARTIES (SECURITY AGENT)**

Brief description: **NOT APPLICABLE.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**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:

**ADDLESHAW GODDARD LLP**



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

Company number: 10866364

Charge code: 1086 6364 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2018 and created by SUPERMARKET INCOME INVESTMENTS UK (NO3) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2018 .

Given at Companies House, Cardiff on 31st July 2018

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

This Deed is made on

18 JULY

2018

**Between**

- (1) **Supermarket Income Investments (Midco2) UK Limited** (registered in England with number 11343199) (**Company**)
- (2) **Supermarket Income Investments UK (No3) Ltd** (registered in England with number 10866364) (**Acceding Chargor**);
- (3) **Supermarket Income Investments UK (No6) Limited** (registered in England with number 11343063) (**Original Chargor(s)**) and
- (4) **Bayerische Landesbank** as security agent for the Secured Parties (**Security Agent**, which term shall include any person appointed as security agent or as an additional security agent in accordance with the terms of the Facility Agreement)

**Whereas**

- (A) This Deed is supplemental to the Security Agreement.
- (B) The Acceding Chargor has also entered into an Accession Deed to the Facility Agreement on or about the date of this Deed.

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

In this Deed:

**Security Agreement** means the security agreement dated 18 JULY 2018 between, among others, the Company and the Security Agent

**1.2 Interpretation**

- (a) Unless otherwise defined in this Deed, a term defined in the Security Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration) and 1.5 (Incorporated terms) of the Security Agreement are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Deed.

**2 Accession of Acceding Chargor**

**2.1 Accession**

The Acceding Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it.

## **2.2 Covenant to pay**

The Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

## **2.3 Charging provisions**

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Security Agent as security agent for the Secured Parties.

## **2.4 First legal mortgages**

The Acceding Chargor charges by way of first legal mortgage the properties described in a Supplemental Legal Charge and, in each case and Fixtures on each of the Properties.

## **2.5 Assignments**

- (a) The Acceding Chargor assigns:
  - (i) the Rental Income and all other sums payable under any Occupational Lease;
  - (ii) the Relevant Agreements to which it is a party;
  - (iii) its interest in and to the Relevant Reports; and
  - (iv) the Relevant Policies to which it is a party.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement, each Relevant Report and each Relevant Policy to which it is a party.

## **2.6 First fixed charges**

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4 and in each case, its Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;

- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools owned by it and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts held by it and relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each a **Charged Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

## 2.7 Floating charge

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

## 2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

## 3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Security Agreement.

## 4 Security power of attorney

The Acceding 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 the Acceding Chargor is obliged to take under this Deed or the Security Agreement. The Acceding Chargor ratifies and confirms whatever any attorney lawfully does or prompts to do pursuant to its appointment under this clause 4.

## **5 Notices**

The Acceding Chargor confirms that its address details for notices in relation to clause **Error! Reference source not found.** (Notices) of the Security Agreement are as follows:

Address: 7th Floor  
9 Berkeley Street  
London  
United Kingdom

Email: contact@atratocapital.com

Attention: Company Secretary

## **6 Counterparts**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

## **7 Governing law and enforcement**

7.1 This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

7.2 Clause 32 (Enforcement) of the Security Agreement shall be incorporated in this Deed as if set out here in full but so that references to "this deed" shall be construed as references to this Deed.

**This Deed** has been signed on behalf of the Security Agent and executed as a deed by each other Party and is delivered on the date given at the beginning of this Deed.

SIGNATORIES TO THE ACCESSION DEED

The Company

Executed as a deed by

Supermarket Income Investments (Midco2)

UK Limited

acting by a director in the presence of

)

)

)

Director

Signature of witness

Name CHRIS PEARSON

Address



**The Acceding Chargor**

Executed as a deed by )

**Supermarket Income Investments UK (No3)** )

Ltd )

Director

acting by a director in the presence of

.....  
Signature of witness

Name CHRIS FEARROW.....

Address .....

**The Original Chargor(s)**

Executed as a deed by )  
Supermarket Income Investments UK (No6) )  
Limited ) Director

acting by a director in the presence of

.....  
Signature of witness

Name CHRIS FEARON.....

Address .....  
.....

The Security Agent

Bayerische Landesbank

By:

Law Johnson MARK GREENMANN