Companies House

MR01(ef)

Registration of a Charge

Company Name: **ASDA STORES LIMITED**
Company Number: **00464777**

Received for filing in Electronic Format on the: **17/08/2021**

XAB2N3R7

Details of Charge

Date of creation: **13/08/2021**

Charge code: **0046 4777 0014**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH AS SECURITY AGENT FOR THE BENEFIT OF THE SECURED PARTIES**

Brief description: **THE REAL PROPERTY BEING THE ENNISKILLEN ASDA STORE AT DERRYCHARA ROAD, ENNISKILLEN, COUNTY FERMANNAGH, NORTHERN IRELAND WITH FOLIO NUMBER FE84168 AND OTHER REAL PROPERTY SPECIFIED IN THE INSTRUMENT. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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: **CLIFFORD CHANCE LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 464777

Charge code: 0046 4777 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th August 2021 and created by ASDA STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th August 2021 .

Given at Companies House, Cardiff on 18th August 2021

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

13 AUGUST 2021

THE COMPANIES LISTED IN SCHEDULE 1
(as the Original Chargors)

and

DEUTSCHE BANK AG, LONDON BRANCH
(as the Security Agent)

SECURITY AGREEMENT

(NORTHERN IRELAND)

ARTHUR COX

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LAND REGISTRY OF NORTHERN IRELAND

FOLIOS: SEE SCHEDULE 2 HERETO

COUNTIES: SEE SCHEDULE 2 HERETO

REGISTERED OWNERS: SEE SCHEDULE 2 HERETO

This Security Agreement is made on 13 August 2021

BETWEEN:

(1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each an "**Original Chargor**" and together, the "**Original Chargors**"); and

(2) **DEUTSCHE BANK AG, LONDON BRANCH** as security agent for the benefit of the Secured Parties (the "**Security Agent**").

It is agreed as follows:

1. INTERPRETATION

1.1 Definitions

In this Security Agreement:

"**1881 Act**" means the Conveyancing and Law of Property Act 1881.

"**1911 Act**" means the Conveyancing Act 1911.

"**Acceleration Event**" has the meaning given to that term in the Intercreditor Agreement (excluding a Topco Lender Acceleration Event or a Topco Notes Acceleration Event).

"**Agreed Security Principles**" has the meaning given to that term in the Intercreditor Agreement.

"**Charged Property**" means all the assets and undertakings from time to time mortgaged, charged or assigned to or subject to the security created or expressed to be created in favour of the Security Agent by or pursuant to this Security Agreement or any Security Accession Deed.

"**Chargor**" means each Original Chargor and any person which becomes a Chargor and grants Security over its assets in favour of the Security Agent by executing a Security Accession Deed.

"**Company**" means Bellis Acquisition Company plc, a public company incorporated under the laws of England and Wales, registered at Companies House with company number 12855280 and having its registered address at Waterside Head Office Haslingden Road, Guide, Blackburn, Lancashire, United Kingdom, BB1 2FA.

"**Debt Documents**" has the meaning given to such term in the Intercreditor Agreement (excluding any Topco Finance Documents).

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"**Excluded Asset**" means, in relation to each Chargor:

(a) any asset or undertaking which is subject to general legal and statutory limitations, regulatory restrictions, financial assistance, anti-trust and other competition authority restrictions, corporate benefit, fraudulent preference, equitable subordination, "transfer pricing", "thin capitalisation", "earnings stripping", "controlled foreign corporation" and other tax restrictions, "exchange control restrictions", "capital maintenance" rules and "liquidity impairment" rules, tax restrictions, retention of title claims, employee consultation or approval requirements and similar principles, provided that to the extent requested by the Security Agent before signing this Security Agreement or any Security Accession Deed, the relevant member of the Group shall use reasonable endeavours (but without incurring material cost and without adverse impact on relationships with third parties) to overcome any such obstacle or otherwise such security document shall be subject to such limit;

(b) any assets or undertaking where the applicable time and cost of obtaining a security interest in, or perfection and/or registration of a security interest in (including adverse effects on taxes, interest deductibility, stamp duty, registration taxes, notarial costs and all applicable legal fees), such assets is disproportionate to the benefit accruing to the Secured Parties of obtaining such security interest;

(c) any assets or undertaking in respect of which the granting of security under this Security Agreement or any Security Accession Deed is not within the legal capacity of the relevant members of the Group or if it would conflict with the fiduciary or statutory duties of their directors or contravene any applicable legal, regulatory or contractual prohibition or restriction or have the potential to result in a material risk of personal or criminal liability for any director or officer of or for any member of the Group provided that, to the extent requested by the Security Agent before signing this Security Agreement or any Security Accession Deed, the relevant member of the Group shall use reasonable endeavours (but without incurring material cost and without adverse impact on relationships with third parties) to overcome any such obstacle or otherwise such guarantee or security document shall be subject to such limit;

(d) any asset or undertaking where it is expressly acknowledged that it is either impossible or impractical to create Security over such asset or undertaking;

(e) any asset or undertaking which is subject to a legal requirement, contract, lease, licence, instrument, regulatory constraint (including any agreement with any government or regulatory body) or other third party arrangement, which may prevent or condition the asset from being charged, secured or being subject to the applicable security document (including requiring a consent of any third party, supervisory board or works council (or equivalent)) and any asset which, if subject to this Security Agreement or any Security Accession Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations with respect to any member of the Group in respect of the asset or require the relevant Chargor to take any action materially adverse to the interests of the Group or any member thereof, in each case will be excluded from this Security Agreement or any Security Accession Deed, provided that, reasonable endeavours (exercised for a specified period of time and without incurring material cost or instigating legal proceedings) to obtain consent to charging any asset (where otherwise prohibited) shall be used by the Group if the Security Agent specifies prior to the date of this Security Agreement or any Security Accession Deed that the asset is material and the Company is satisfied that such endeavours will not involve placing relationships with third parties in jeopardy;

(f) any asset or undertaking in respect of which the granting of security under this Security Agreement or any Security Accession Deed and the registration and/or the perfection thereof would have a material adverse effect on the ability of the relevant member of

the Group to conduct its operations and business in the ordinary course as otherwise permitted by the Debt Documents (including dealing with the secured assets and all contractual counterparties or amending, waiving or terminating (or allowing to lapse) any rights, benefits or obligations, in each case prior to an Acceleration Event which is continuing), and any requirement under the Agreed Security Principles to seek consent of any person or take or not take any other action shall be subject to this paragraph;

(g) any asset or undertaking of or over any Acquired Person or Asset (each such term as defined in the Senior Facilities Agreement) (and no consent shall be required to be sought with respect thereto) which are required to support acquired indebtedness to the extent such acquired indebtedness is permitted by the Debt Documents to remain outstanding after an acquisition;

(h) any asset or undertaking subject to security in favour of a third party (other than in relation to security under general business conditions of account banks which do not prohibit or prevent the creation of Security over such accounts) or any cash constituting regulatory capital or customer cash (and such assets or cash shall be excluded from this Security Agreement or any Security Accession Deed);

(i) any asset or undertaking of or over the assets of, any joint venture or similar arrangement, any minority interest or any member of the Group that is not wholly owned by another member of the Group;

(j) any parts, stock, moveable plant, equipment or receivables if it would require labelling, segregation or periodic listing or specification of such parts, stock, moveable plant, equipment or receivables;

(k) any asset or undertaking situated outside Northern Ireland;

(l) any asset or undertaking of a "controlled foreign corporation" (as defined in Section 957(a) of the Internal Revenue Code) that is owned by a member of the Group that is a US Person (such entity owned by a member of the Group that is a US Person, a "**CFC**") or by an entity (a "**FSHCO**"), or a subsidiary of a CFC or a FSHCO (including any CFC or FSHCO equity interests held directly or indirectly by a CFC or FSHCO), or any other security interest in excess of 65 per cent. of the voting equity interests (and 100 per cent. of the non-voting equity interests) of a CFC or FSHCO, or any subsidiary or other asset, if it would result in material adverse US tax consequences as reasonably determined by the Company and the Secured Parties (acting through the Security Agent);

(m) any unregistered freehold and / or leasehold property which (except as otherwise agreed between the Company and the Security Agent) is a leasehold property that has 25 years or less to run on the lease or has a rack-rent payable in respect thereof;

(n) any bank accounts that constitute Designated Bank Accounts (as defined in the Senior Facilities Agreement);

(o) any Warehouse Assets, Select Retail Assets and Substitute Retail Assets (each as defined in the Senior Facilities Agreement);

(p) any Forecourt Asset (as such term is defined in the Senior Facilities Agreement) which is registered under the relevant land registry laws with its own title;

(q) any material insurance policies that do not allow security to be granted or which constitute third party liability or public liability insurance or directors and officers insurance in respect of which claims thereunder by be mandatorily prepaid;

(r) any intellectual property which cannot be secured under the terms of the relevant licensing agreement;

(s) any Post-Completion Disposal Receivables (as defined in the Senior Facilities Agreement);

(t) any shares, stocks or partnership interests of entities other than Obligors or Material Subsidiaries (each as defined in the Senior Facilities Agreement);

(u) any asset or undertaking of any member of the Regulated Group and any shares of any member of the Regulated Group; and

(v) any asset or undertaking of any Unrestricted Subsidiary and any shares of any Unrestricted Subsidiary.

"**Facilities Agreements**" means the Senior Facilities Agreement, the Forecourt Disposal Bridge Facility Agreement and the Senior Secured Bridge Facilities Agreement.

"**Final Discharge Date**" has the meaning given to such term in the Intercreditor Agreement (excluding the Topco Discharge Date).

"**Forecourt Disposal Bridge Facility Agreement**" means the forecourt disposal bridge facility agreement dated 5 February 2021 and made between, among others, the Company, Barclays Bank PLC as Agent and Deutsche Bank AG, London Branch as Security Agent (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time).

"**Incur**" has the meaning given to that term in the Senior Facilities Agreement.

"**Intercreditor Agreement**" means the intercreditor agreement dated on or about the date hereof between, among others, the Company and the Security Agent.

"**Legal Charge**" means a mortgage and charge granted by a Chargor in favour of the Security Agent, and substantially in the form of Schedule 4 (*Form of Legal Charge*).

"**Material Real Property**" has the meaning given to such term in the relevant Facilities Agreement.

"**Material Subsidiary**" has the meaning given to such term in the relevant Facilities Agreement.

"**Non-Cash Consideration**" means consideration in a form other than cash.

"**Parties**" means each of the parties to this Security Agreement from time to time.

"**Real Property**" means:

(a) any freehold and/or leasehold property specified in Schedule 2 (*Real Properties*), in Schedule 1 of any relevant Security Accession Deed or in the schedule of any Legal Charge; and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property constituting Material Real Property,

and in each case, including all Related Rights.

"**Real Property Security**" means any mortgage or fixed charge expressed to be created by or pursuant to Clause 3.1 (*Real Property Security*) of this Security Agreement, any Security Accession Deed or any Legal Charge.

"**Receiver**" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment.

"**Related Rights**" means, in relation to any asset:

(a) the net proceeds of sale of any part of that asset;

(b) all rights and benefits under any licence, assignment, agreement for sale or agreement for lease in respect of that asset;

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and

(d) any moneys and proceeds received by or paid or payable in respect of that asset.

"**Relevant Jurisdiction**" has the meaning given to that term in the Senior Facilities Agreement.

"**Required Creditor Consent**" has the meaning given to such term in the Intercreditor Agreement (excluding any Required Topco Consent).

"**Secured Obligations**" has the meaning given to the term "**Transaction Security Secured Obligations**" in the Intercreditor Agreement.

"**Secured Parties**" has the meaning given to such term in the Intercreditor Agreement (excluding any Topco Creditors).

"**Security**" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment, reservation of title or other security interest and any other agreement entered into for the purpose and having the commercial effect of conferring security.

"**Security Accession Deed**" means a deed executed by any other member of the Group substantially in the form set out in Schedule 3 (*Form of Security Accession Deed*), or such other form as the relevant Chargor and the Security Agent may reasonably agree.

"**Senior Facilities Agreement**" means the senior facilities agreement dated 5 February 2021 and made between, amongst others, the Company as the Original Borrower, the financial institutions listed therein as the Original Lenders, Barclays Bank PLC as Agent and Deutsche Bank AG, London Branch as Security Agent (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time).

"**Senior Secured Bridge Facilities Agreement**" means the senior secured bridge facilities agreement dated 5 February 2021 and made between, amongst others, the Company as the Original Borrower, the financial institutions listed therein as the Original Lenders, Barclays Bank PLC as Agent and Deutsche Bank AG, London Branch as Security Agent (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time).

1.2 **Construction**

(a) Unless a contrary indication appears in this Security Agreement, the provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this Security

Agreement as if set out in full in this Security Agreement with references to "this Agreement" being treated as references to this Security Agreement and:

(i) an "**agreement**" includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);

(ii) an "**amendment**" includes any amendment, supplement, variation, novation, modification, replacement or restatement and "amend", "amending" and "amended" shall be construed accordingly;

(iii) an "**amount**" includes an amount of cash and an amount of Non-Cash Consideration;

(iv) a "**company**" includes any company, corporation or other body corporate;

(v) an Acceleration Event is "**continuing**" if it has not been revoked, withdrawn, cancelled, ceased to have effect or has not otherwise ceased to be continuing in accordance with the terms of the relevant Debt Document;

(vi) "**including**" means including without limitation and "includes" and "included" shall be construed accordingly;

(vii) "**losses**" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly;

(viii) a "**mortgage**" or "**charge**" of any Real Property includes all buildings, fixtures and fittings from time to time on or forming that property and all Related Rights;

(ix) "**permitted**" shall be construed as including any circumstance, event, matter or thing which is not expressly prohibited;

(x) "**proceeds**" of a disposal includes proceeds in cash and in Non-Cash Consideration;

(xi) "**rights**" includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi easements and appurtenances (in each case, of every kind, present, future and contingent);

(xii) this "**Security Agreement**" includes, in respect of any Chargor (other than an Original Chargor), any Security Accession Deed hereto; and

(xiii) "**security**" includes any charge, pledge, lien, security assignment, hypothecation or trust arrangement for the purpose of providing security and any other encumbrance or security interest of any kind having the effect of securing any obligation of any person (including the deposit of moneys or property with a person with the intention of affording such person a right of lien, set-off, combination or counter-claim) and any other agreement or any other type of arrangement having a similar effect (including any flawed-asset or hold back arrangement) and "**security interest**" shall be construed accordingly.

(b) Unless the context otherwise requires, a reference to Charged Property includes:

(i) any part of the Charged Property; and

(ii) any proceeds of that Charged Property.

(c) Where this Security Agreement refers to any provision of any Debt Document and that Debt Document is amended in manner that would result in that reference being incorrect, this Security Agreement shall be construed so as to refer to that provision as renumbered in the amended Debt Document, unless the context requires otherwise.

1.3 **Other References and Interpretation**

(a) In this Security Agreement, unless a contrary intention appears, a reference to:

(i) any Secured Party, any Chargor, the Security Agent or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's (and any subsequent) successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Debt Documents;

(ii) any Debt Document or other agreement or instrument (including to the extent referenced in any other definition referred to herein) is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of change in the purpose of the facilities or increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Debt Document;

(iii) any clause or schedule is a reference to, respectively, a clause of and schedule to this Security Agreement and any reference to this Security Agreement includes its schedules; and

(iv) a provision of law is a reference to that provision as amended or re-enacted.

(b) The index to and the headings in this Security Agreement are inserted for convenience only and are to be ignored in construing this Security Agreement.

(c) Words importing the plural shall include the singular and vice versa.

1.4 **Incorporation by reference**

Unless the context otherwise requires or unless otherwise defined in this Security Agreement, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Security Agreement. In the event of any inconsistency or conflict between this Security Agreement on the one hand and the Facilities Agreements (as applicable) or the Intercreditor Agreement on the other, the relevant Facilities Agreement or the Intercreditor Agreement (as applicable) shall prevail.

1.5 **Miscellaneous**

(a) Notwithstanding anything to the contrary in this Security Agreement (and without prejudice to the terms of the Intercreditor Agreement or any other Debt Document in relation to the requirement for the Security Agent to enter into documentation in relation to this Security Agreement (including releases)), nothing in this Security Agreement shall (or shall be construed to) prohibit, restrict or obstruct any transaction, matter or other step (or the Chargor taking or entering into the same) or dealing in any manner whatsoever in relation to any asset (including all rights, claims, benefits,

proceeds and documentation, and contractual counterparties in relation thereto) the subject of (or expressed to be the subject of) this Security Agreement and the Security arising hereunder in each case if not prohibited by the Debt Documents or where Required Creditor Consent has been obtained. The Security Agent shall as soon as reasonably practicable enter into such documentation and/or take such other action as is required by the Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, *provided* that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this paragraph (a) shall be for the account of such Chargor, in accordance with clause 22 (*Costs and Expenses*) of the Intercreditor Agreement.

(b) Except as otherwise expressly provided in Clause 14 (*Protection for Third Parties*), the terms of this Security Agreement may be enforced only by a Party and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

(c) Notwithstanding any term of this Security Agreement, no consent of a third party is required for any termination or amendment of this Security Agreement.

(d) The Parties intend that this document shall take effect as a deed, notwithstanding that the Security Agent may execute this document under hand.

(e) The Security Agent holds the benefit of this Security Agreement on trust for itself and each of the other Secured Parties from time to time on the terms of the Debt Documents.

(f) The Security created pursuant to this Security Agreement by each Chargor is made as "beneficial owner" for the purpose of Section 7 of the 1881 Act.

(g) Notwithstanding any other provision of this Security Agreement, the Security constituted in relation to the trusts created by this Security Agreement and the exercise of any right or remedy by the Security Agent hereunder shall be subject to the Intercreditor Agreement.

1.6 **Separate Security**

All Security created pursuant to this Security Agreement shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined or referred to in this Security Agreement. The failure to create an effective mortgage, fixed charge or assignment, whether arising out of any provision of this Security Agreement or any act or omission by any person, over any one such asset shall not affect the nature or validity of the mortgage, fixed charge or assignment imposed on any other such asset, whether within that same class of assets or otherwise.

1.7 **Security Agent**

Subject to Clause 17 (*Covenant to Release*), the Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Security Agreement and the Chargor shall at all times remain liable to perform all obligations in respect of the Charged Property.

1.8 **Incorporation of provisions into any Legal Charge**

Clauses 1.2 (*Construction*), 2 (*Covenant to Pay*), 5 (*Further Assurance*), 6 (*Rights of the Chargors*), 7 (*Continuing Security*), 8 (*Enforcement of Security*), 9 (*Receivers*), 11 (*Protection of Security Agent and Receiver*), 13 (*Power of Attorney*), 14 (*Protection for Third Parties*), 15

(*Deferral of Chargor rights*), 20 (*Changes to Parties*), 21 (*Miscellaneous*) and 22 (*Governing Law and Jurisdiction*) of this Security Agreement are incorporated into any Legal Charge as if expressly incorporated into that Legal Charge, as if references in those clauses to this Security Agreement were references to that Legal Charge and as if all references in those clauses to Charged Property were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Agent by or pursuant to that Legal Charge.

2. COVENANT TO PAY

Each Chargor covenants and not only as surety with the Security Agent (for the benefit of itself and the other Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Debt Documents.

3. CHARGING PROVISIONS

3.1 Real Property Security

(a) Subject to paragraph (b) below and Clause 4.2 (*Property restricting charging*), each Chargor, as beneficial owner and as continuing security for the payment and discharge of the Secured Obligations, hereby:

(i) GRANTS, CONVEYS, TRANSFERS, DEMISES AND ASSIGNS unto the Security Agent ALL THAT AND THOSE its Real Property in Northern Ireland title to which is not registered or registerable in the Land Registry of Northern Ireland pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 and which is vested in such Chargor on the date on which it becomes a party to this Security Agreement or a party to any relevant Security Accession Deed TO HOLD the same as to so much thereof as is of freehold tenure unto the Security Agent in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent for the residue of the respective terms of years for which each Chargor from time to time holds the same less the last three days of each such term PROVIDED that each Chargor hereby declares that it shall henceforth stand possessed of such of the said Real Property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by it, and for any further or other interest which it now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Security Agent and to be conveyed assigned or otherwise dealt with whether to the Security Agent or its nominee or otherwise as the Security Agent shall direct and each Chargor hereby further authorises the Security Agent as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Security Agent or any other person or persons to be a trustee or trustees in respect of the said Real Property, and whereupon to make a declaration vesting all and any of its estate and interest in the said Real Property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any Receiver or Receivers of the said Real Property appointed by the Security Agent under the powers herein contained PROVIDED FURTHER that each Chargor doth hereby irrevocably appoint the Security Agent for the time being to be its attorney, in its name and on its behalf, and as its act and deed to sign seal and deliver and otherwise perfect every or any deed of conveyance of the leasehold reversion which may be desired by the Security Agent, in order to vest in the Security Agent or in any person or persons in trust

as agent for the Security Agent, subject as aforesaid, or in any purchaser of the said Real Property or any part thereof, the said leasehold reversion and any further or other interest which each Chargor now has or may hereafter acquire or become entitled to in the said leasehold Real Property or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever;

(ii) CHARGES in favour of the Security Agent by way of first fixed charge ALL THAT AND THOSE its Real Property in Northern Ireland title to which is registered or registerable in the Land Registry of Northern Ireland pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 and which is vested in such Chargor on the date on which it becomes a party to this Security Agreement or a party to any relevant Security Accession Deed; and

(iii) CHARGES AND ASSIGNS unto the Security Agent by way of fixed charge and assignment all of its right, title, interest and benefit in and to all of the licences for the sale of intoxicating liquor by retail in connection with the Real Property which is vested in such Chargor on the date on which it becomes a party to this Security Agreement or a party to any relevant Security Accession Deed as the same may be subsequently renewed, varied or amended from time to time.

(b) Notwithstanding this Clause 4.1 and/or any other provision of this Security Agreement or any relevant Security Accession Deed, the Real Property Security granted by each Chargor is subject to the terms of clause 27.12 (*Real estate conditions subsequent*) of the Senior Facilities Agreement (or any equivalent provision in any other Facilities Agreement).

3.2 **Property restricting charging**

For the avoidance of doubt, all and any Excluded Assets owned by any Chargor or in which any Chargor has any interest shall be excluded from the charge created by Clause 4.1 (*Real Property Security*) and from the operation of Clause 5 (*Further Assurance*).

4. PROTECTION OF SECURITY

4.1 **Real Property: Delivery of Documents of Title**

Each Chargor shall, promptly following the execution of this Security Agreement (or any Security Accession Deed or Legal Charge, as applicable):

(a) deliver (or procure delivery to the Security Agent of), and the Security Agent shall be entitled to hold and retain all deeds, certificates and other documents (if any) constituting or evidencing title relating to any Real Property owned by that Chargor ("**Title Documents**") and shall deposit with the Security Agent at any time thereafter any further such Title Documents promptly upon coming into possession of those Title Documents; or

(b) procure that the Title Documents are held to the order of the Security Agent by a reputable firm of solicitors for that purpose.

4.2 **Land Registry of Northern Ireland**

(a) Each Chargor consents and agrees to an application being made to the Land Registry of Northern Ireland to enter the following inhibition in the relevant folio(s) of any registered land that is Real Property subject to the Security created by paragraph (a) of Clause 3.1 (*Real Property Security*):

"No disposition of the registered land by the registered owner of the registered land or by the registered owner of any registered charge, not being a charge registered before the entry of this inhibition, is to be registered without a written consent signed by the registered owner for the time being of the charge dated [●] in favour of Deutsche Bank AG, London Branch."

5. FURTHER ASSURANCE

Subject to the Agreed Security Principles, each Chargor shall promptly do whatever the Security Agent or any Receiver reasonably requires:

(a) to perfect or protect all or any of the Security created or expressed to be created by or pursuant to this Security Agreement or the priority thereof; or

(b) (following the occurrence of an Acceleration Event which is continuing) to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

6. RIGHTS OF THE CHARGORS

Notwithstanding anything to the contrary set out in this Security Agreement, until an Acceleration Event has occurred which is continuing (or such later date as provided by this Security Agreement), each Chargor shall continue to have the sole right to:

(a) deal with any Charged Property (including making any disposal of or in relation thereto) and all contractual counterparties in respect thereof;

(b) amend, waive, terminate or allow to lapse (including agreeing to surrender or terminate any lease) any rights, benefits and/or obligations in respect of such Charged Property, in each case without reference to any Secured Party, other than to the extent agreed to be restricted pursuant to the Debt Documents (save where Required Creditor Consent has been obtained); and

(c) operate and transact business in relation to any Charged Property,

in each case, other than to the extent agreed to be restricted pursuant to the Debt Documents (save where Required Creditor Consent has been obtained).

7. CONTINUING SECURITY

7.1 Continuing Security

This Security constituted by this Security Agreement shall remain in full force and effect as a continuing security for the Secured Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

7.2 Other Security

This Security constituted by this Security Agreement is to be cumulative, in addition to and independent of, and shall neither be merged into nor in any way exclude or prejudice or be affected by, any other Security or other right which the Security Agent and/or any other Secured Party may now, prior to, or after the date of this Security Agreement or a Security Accession

Deed hold for any of the Secured Obligations and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. This Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

7.3 **Negative Pledge**

The Original Chargors will not directly or indirectly, create, Incur or suffer to exist any Security on or over the whole or any part of its undertaking or assets (present or future), other than as permitted or not prohibited by the Debt Documents or to the extent Required Creditor Consent has been obtained.

7.4 **No prejudice**

The Security created by or pursuant to this Security Agreement shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

7.5 **Remedies and waivers**

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising any right under this Security Agreement, shall operate as a waiver of that right or constitute an election to affirm this Security Agreement. No election to affirm this Security Agreement on the part of the Security Agent shall be effective unless it is writing. No single or partial exercise of any right of the Security Agent under this Security Agreement shall preclude any further or other exercise of that or any other right of the Security Agent under this Security Agreement.

8. ENFORCEMENT OF SECURITY

8.1 **Enforcement Powers**

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due, in respect of the Original Chargors, on the date of this Security Agreement, and in respect of other Chargors, on the date of execution of the Security Accession Deed (the "**Relevant Date**"). The power of sale and other powers conferred by the 1881 Act and the 1911 Act and all other enforcement powers conferred by this Security Agreement shall arise on the Relevant Date and shall be immediately exercisable at any time after an Acceleration Event has occurred and is continuing when the Security Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion, but at all times in accordance with the terms of the Debt Documents, secure and perfect its title to any part of the Charged Property, enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property (at the times, in the manner and on the terms it thinks fit, including whether for cash or non- cash consideration).

8.2 **Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by the 1881 Act, the 1911 Act, the Insolvency (Northern Ireland) Order 1989 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Security Agreement, unless they are expressly or impliedly excluded. The powers conferred by this Security Agreement on the Security Agent are in addition to and not in substitution for the powers conferred by such Acts or otherwise by law and such powers shall remain exercisable from time to time by the Security

Agent in respect of any part of the Charged Property. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Security Agreement, those contained in this Security Agreement shall prevail.

8.3 **Powers of Leasing**

Following the occurrence of an Acceleration Event which is continuing, the Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 18 of the 1881 Act and section 3 of the 1911 Act .

8.4 **Exercise of Powers**

All or any of the powers conferred upon mortgagees by the 1881 Act, the 1911 Act, the Insolvency (Northern Ireland) Order 1989 and the Insolvency Act 1986 (as the case may be) or otherwise at law, as varied or extended by this Security Agreement, and all or any of the rights and powers conferred by this Security Agreement on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to the Chargor at any time after an Acceleration Event has occurred and is continuing, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

8.5 **Disapplication of Statutory Restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 17 and 20 respectively of the 1881 Act shall not apply to the Security constituted by this Security Agreement or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Security Agreement with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after occurrence of an Acceleration Event which is continuing.

8.6 **Appropriation under the Financial Collateral Regulations**

(a) To the extent that any of the Charged Property constitutes "*financial collateral*" and this Security Agreement and the obligations of the Chargors hereunder constitute a "*security financial collateral arrangement*" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")), the Security Agent shall upon giving prior written notice to the relevant Chargor at any time following the occurrence of an Acceleration Event which is continuing have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be the market value of such financial collateral as determined by the Security Agent (acting reasonably), including by way of an independent valuation. In each case, the parties agree that the method of valuation provided for in this Security Agreement shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

(b) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated in accordance with this Clause 8.6 differs from the amount of the Secured Obligations, either (i) the Security Agent must account to the relevant Chargor promptly upon the determination of such value for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or (ii) the relevant Chargor will remain liable to the Secured Parties for

any amount by which the value of the appropriate financial collateral is less than the Secured Obligations.

9. RECEIVERS

9.1 Appointment of Receiver

(a) Subject to paragraph b below, at any time after an Acceleration Event has occurred and is continuing, or if so requested by the relevant Chargor, the Security Agent may without notice to any Chargor appoint:

(i) any person (or persons) to be a Receiver of all or any part of the Charged Property;

(ii) appoint two or more Receivers of separate parts of the Charged Property;

(iii) remove (so far as it is lawfully able) any Receiver so appointed; or

(iv) appoint another person(s) as an additional or replacement Receiver(s).

(b) At any time after an Acceleration Event has occurred and is continuing, the Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by article 59A of the Insolvency (Northern Ireland) Order 1989 and/or section 72A of the Insolvency Act 1986 (as the case may be).

9.2 Powers of Receiver

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Security Agreement (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor):

(a) all the powers conferred by the 1881 Act and 1911 Act on mortgagors and on mortgagees in possession and on receivers appointed under those Acts;

(b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency (Northern Ireland) Order 1989 and/or Schedule 1 to the Insolvency Act 1986 (as the case may be) (whether or not the Receiver is an administrative receiver);

(c) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and

(d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on or vested in him or (ii) the exercise of all rights, powers and remedies of the Security Agent under this Security Agreement (including realisation of all or any part of the Charged Property) or (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when obtained would be, Charged Property.

9.3 Receiver as Agent

Each Receiver appointed under this Security Agreement shall be the agent of the Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. No Receiver

shall at any time act as agent for the Security Agent and the Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

9.4 **Removal of Receiver**

The Security Agent may by prior written notice remove or replace from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 or article 55 of the Insolvency (Northern Ireland) Order 1989 (as the case may be) in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

9.5 **Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

9.6 **Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Security Agreement (unless the document appointing such Receiver states otherwise).

9.7 **Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the 1881 Act and 1911 Act (as extended by this Security Agreement) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property.

10. APPLICATION OF PROCEEDS

10.1 **Order of Application**

All moneys received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Security Agreement shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the 1881 Act) be applied in the order and manner specified in the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

10.2 **Section 24 of the 1881 Act**

Sections 24 (6) and 24 (8) of the 1881 Act shall not apply to a Receiver appointed under this Security Agreement.

10.3 **Application against Secured Obligations**

Subject to Clause 10.1 (*Order of Application*) above, any moneys or other value received or realised by the Security Agent from a Chargor or a Receiver under this Security Agreement may be applied by the Security Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Security Agent may determine.

11. PROTECTION OF SECURITY AGENT AND RECEIVER

11.1 **No Liability**

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his fraud, gross negligence or wilful misconduct.

11.2 **Insurance Proceeds**

If an Acceleration Event has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost or (except in the case of leasehold premises) in reduction of the Secured Obligations.

11.3 **Possession of Charged Property**

Without prejudice to Clause 11.1 (*No Liability*) above, if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable and may at any time at its discretion go out of such possession.

11.4 **Delegation**

Without prejudice to the rights to and limitations or delegation by the Security Agent permitted under the Debt Documents, following an Acceleration Event which is continuing and subject to the terms of the Debt Documents, the Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Security Agreement to any person or persons upon such terms and conditions (including the power to sub delegate) as it may reasonably and in good faith think fit and the Security Agent may, subject to the terms of the Debt Documents, pass confidential information to any such delegate. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

11.5 **Cumulative Powers**

The powers which this Security Agreement confers on the Security Agent, the other Secured Parties and any Receiver appointed under this Security Agreement are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

11.6 **Security Agent**

The provisions set out in clause 19 (*The Security Agent*) and clause 23 (*Indemnities*) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this Security Agreement.

12. COSTS AND EXPENSES

The provisions of clause 22 (*Costs and Expenses*) of the Intercreditor Agreement shall apply to this Security Agreement *mutatis mutandis*.

13. POWER OF ATTORNEY

Each Chargor, by way of security, on the date of this Security Agreement (or the date of its execution of a Security Accession Deed, as the case may be), irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of an Acceleration Event which is continuing to execute, deliver and perfect a Legal Charge over any Real Property not already the subject of a mortgage or charge pursuant to Clause 3.1 (*Real Property Security*) and execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which is expressly required to execute and do under the terms of this Security Agreement, and which it has not done within a reasonable period of time or which may be required to enable the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Security Agreement or by law or otherwise for any of the purposes of this Security Agreement, and the Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

14. PROTECTION FOR THIRD PARTIES

14.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

(a) the right of the Security Agent or any Receiver to exercise any of its powers has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such powers; or

(b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

14.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any consideration (whether cash or non-cash) paid to or by the direction of the Security Agent or any Receiver.

15. DEFERRAL OF CHARGOR RIGHTS

Until the Final Discharge Date, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Security Agreement:

(a) to be indemnified by any Obligor;

(b) to claim any contribution from any guarantor of any Obligor's obligations under this Security Agreement;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee

or Security taken pursuant to, or in connection with, this Security Agreement by any Secured Parties;

(d) to bring legal or other proceedings for any order requiring any Obligor or other person to make any payment, or perform any obligation, in respect of which any Obligor or other person has given a guarantee, undertaking or indemnity under any Security Agreement; and/or

(e) to claim or prove as a creditor or any Obligor or other person in competition which any Secured Party.

16. DISCHARGE CONDITIONAL

If any settlement, discharge or release is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Security Agreement will continue or be reinstated as if the settlement, discharge or release had not occurred and any Security the subject of the discharge will continue or be reinstated as if that settlement, discharge or release had not occurred.

17. COVENANT TO RELEASE

If:

(a) (and to the extent) contemplated by the Debt Documents; or

(b) once all the Secured Obligations have been irrevocably paid in full and none of the Security Agent nor any other Secured Party has any actual or contingent liability to advance further monies to or incur any liability on behalf of the Chargor or any other Obligor under the Debt Documents,

the Security Agent shall, at the request and cost of any Chargor, promptly take any action including preparing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents and any other document belonging to the Chargors) which are, in each case, necessary or otherwise requested by a Chargor (acting reasonably) to release or re-assign the Charged Property from the Security constituted by this Security Agreement, in accordance with the terms of the Intercreditor Agreement.

18. RULING OFF

If the Security Agent or any other Secured Party receives notice or is deemed to have received notice of any subsequent Security or other interest affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property (in each case, except as permitted by the Debt Documents or where Required Creditor Consent has been obtained) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice in writing to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by or on behalf of the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations as at the time the relevant notice was received or deemed to have been received.

19. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after an Acceleration Event has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. Each Chargor will, upon a demand made in writing to it, pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

20. CHANGES TO PARTIES

20.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this Security Agreement in accordance with the Debt Documents. Subject to the terms of the Debt Documents, the Security Agent shall be entitled to disclose such information concerning each Chargor and this Security Agreement as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law. None of the rights and obligations of any Chargor under this Security Agreement shall be capable of being assigned or transferred.

20.2 Changes to Parties

The Chargor authorises and agrees to changes to parties under clause 21 (*Changes to the Parties*) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

20.3 Consent of Chargors

Each Chargor consents to other members of the Group becoming Chargors by way of execution of a Security Accession Deed and irrevocably appoints the Company as its agent for the purpose of executing any Security Accession Deed on its behalf.

21. MISCELLANEOUS

21.1 Certificates Conclusive

In any litigation or arbitration proceedings arising out of or in connection with this Security Agreement, the entries made in the accounts maintained by the Security Agent are *prima facie* evidence of the matters to which they relate. A certificate or determination of the Security Agent as to any amount payable under this Security Agreement will be conclusive and binding on each Chargor, except in the case of manifest error.

21.2 Counterparts

This Security Agreement 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 Security Agreement.

21.3 Invalidity of any Provision

If any provision of this Security Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

21.4 **Failure to Execute**

Failure by one or more Parties ("**Non-Signatories**") to execute this Security Agreement on the date hereof or the date of the Security Accession Deed will not invalidate the provisions of this Security Agreement as between the other Parties who do execute this Security Agreement. Such Non-Signatories may execute this Security Agreement on a subsequent date and will thereupon become bound by its provisions.

22. GOVERNING LAW AND JURISDICTION

22.1 **Governing Law**

This Security Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of Northern Ireland.

22.2 **Jurisdiction**

The courts of Northern Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Security Agreement (including a dispute relating to the existence, validity or termination of this Security Agreement or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this Security Agreement (a "**Dispute**")).

22.3 **Convenient Forum**

The Parties agree that the courts of Northern Ireland are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

22.4 **Exclusive Jurisdiction**

This Clause 22 (*Governing Law and Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 22.2 (*Jurisdiction*) and Clause 22.3 (*Convenient Forum*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Security Agreement has been duly executed as a deed and delivered on the date first above written.

SCHEDULE 1

THE CHARGORS

Name of Chargor	**Registered Number and Jurisdiction**	**Registered Address**
Asda Stores Limited	00464777 England and Wales	Asda House, South Bank, Great Wilson Street, Leeds, United Kingdom, LS11 5AD
McLagan Investments Limited	02127156 England and Wales	Asda House, South Bank, Great Wilson Street, Leeds, United Kingdom, LS11 5AD

SCHEDULE 2

REAL PROPERTY

Chargor / Registered Owner	Address or description	Freehold or Leasehold	Folio Number and County
Asda Stores Limited	Enniskillen Asda store, Derrychara Road, Enniskillen, County Fermanagh, Northern Ireland	Freehold – Good Fee Farm Grant	FE84168 County Fermanagh
McLagan Investments Limited	Antrim Asda store, 150 Junction One International Outlet, County Antrim, Northern Ireland	Freehold – Absolute	AN226115 County Antrim

SCHEDULE 3

FORM OF SECURITY ACCESSION DEED

This SECURITY ACCESSION DEED is made on [●]

Between:

(1) [●], a company incorporated in [●] with registered number [●] (the "**New Chargor**");

(2) [●] as Security Agent for itself and the other Secured Parties (the "**Security Agent**"); and

(3) [●], a company incorporated in [●] with registered number [●] and [●], a company incorporated in [●] with registered number [●] (the "**Existing Chargors**").

This deed is supplemental to a security agreement dated [●] between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Security Agreement**"), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Security Agreement shall have the same meanings when used in this deed.

1.2 Construction

(a) Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Security Agreement will be deemed to be set out in full in this deed, but as if references in those clauses to the Security Agreement were references to this deed.

(b) All of the provisions contained in the Security Agreement in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Security Agreement shall extend and apply to the Security created by this deed.

(c) This deed is a Finance Document.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New 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 as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this deed).

2.2 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, the New Chargor covenants and not only as surety with the Security Agent (for the benefit of itself and the other Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Debt Documents.

2.3 **Real Property Security**

(a) Subject to paragraph (b) below, the New Chargor as beneficial owner and as continuing security for the payment and discharge of the Secured Obligations, hereby:

(i) GRANTS, CONVEYS, TRANSFERS, DEMISES AND ASSIGNS unto the Security Agent ALL THAT AND THOSE its Real Property in Northern Ireland title to which is not registered or registerable in the Land Registry of Northern Ireland pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 vested in the New Chargor on the date hereof TO HOLD the same as to so much thereof as is of freehold tenure unto the Security Agent in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent for the residue of the respective terms of years for which the New Chargor from time to time holds the same less the last three days of each such term PROVIDED that the New Chargor hereby declares that it shall henceforth stand possessed of such of the said Real Property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by it, and for any further or other interest which it now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Security Agent and to be conveyed assigned or otherwise dealt with whether to the Security Agent or its nominee or otherwise as the Security Agent shall direct and the New Chargor hereby further authorises the Security Agent as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Security Agent or any other person or persons to be a trustee or trustees in respect of the said Real Property, and whereupon to make a declaration vesting all and any of its estate and interest in the said Real Property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any Receiver or Receivers of the said Real Property appointed by the Security Agent under the powers herein contained PROVIDED FURTHER that the New Chargor doth hereby irrevocably appoint the Security Agent for the time being to be its attorney, in its name and on its behalf, and as its act and deed to sign seal and deliver and otherwise perfect every or any deed of conveyance of the leasehold reversion which may be desired by the Security Agent, in order to vest in the Security Agent or in any person or persons in trust as agent for the Security Agent, subject as aforesaid, or in any purchaser of the said Real Property or any part thereof, the said leasehold reversion and any further or other interest which the New Chargor now has or may hereafter acquire or become entitled to in the said leasehold Real Property or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever;

(ii) CHARGES in favour of the Security Agent by way of first fixed charge ALL THAT AND THOSE its Real Property in Northern Ireland title to which is registered or registerable in the Land Registry of Northern Ireland pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 vested in the New Chargor on the date hereof; and

(iii) CHARGES AND ASSIGNS unto the Security Agent by way of fixed charge and assignment all of its right, title, interest and benefit in and to all of the licences for the sale of intoxicating liquor by retail in connection with the Real Property vested in the New Chargor on the date hereof as the same may be subsequently renewed, varied or amended from time to time.

(b) Notwithstanding this Clause 2.3 and/or any other provision of the Security Agreement or this deed, the Real Property Security granted by the New Chargor is subject to the terms of clause 27.12 (*Real estate conditions subsequent*) of the Senior Facilities Agreement (or any equivalent provision in any other Facilities Agreement).

2.4 **Property restricting charging**

For the avoidance of doubt, all and any Excluded Assets owned by the New Chargor or in which the New Chargor has any interest shall be excluded from the charge created by Clause 2.3 (*Real Property Security*) of this deed and from the operation of Clause 5 (*Further Assurance*) of the Security Agreement.

2.5 **Negative pledge**

The New Chargor will not directly or indirectly, create, incur or suffer to exist any Security on or over the whole or any part of its undertaking or assets (present or future), other than as permitted or not prohibited by the Debt Documents or to the extent Required Creditor Consent has been obtained.

2.6 **Consent of Existing Chargors**

The Existing Chargors consent to the terms of this deed and agree that their execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Security Agreement.

2.7 **Construction of Security Agreement**

The Security Agreement and this deed shall be read together as one instrument on the basis that references in the Security Agreement to "this deed" or "this Security Agreement" will be deemed to include this deed, unless the context otherwise requires.

3. POWER OF ATTORNEY

Each New Chargor, by way of security, on the date of this deed, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of an Acceleration Event which is continuing to execute, deliver and perfect a Legal Charge over any Real Property not already the subject of a mortgage or charge pursuant to Clause 2.3 (*Real Property Security*) and execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which is expressly required to execute and do under the terms of the Security Agreement or this deed, and which it has not done within a reasonable period of time or which may be required to enable the exercise of any rights or powers conferred on the Security Agent or any Receiver under the Security Agreement or this deed or by law or otherwise for any of the purposes of the Security Agreement or this deed, and the New Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

4. PROTECTION OF SECURITY

4.1 **The Land Registry of Northern Ireland**

The New Chargor consents and agrees to an application being made to the Land Registry of Northern Ireland to enter the following inhibition in the relevant Folio(s) of any registered land

that is Real Property subject to the Security created by paragraphs (a) of Clause 2.3 (*Real Property Security*):

"*No disposition of the registered land by the registered owner of the registered land or by the registered owner of any registered charge, not being a charge registered before the entry of this inhibition, is to be registered without a written consent signed by the registered owner for the time being of the charge dated [●] in favour of Deutsche Bank AG, London Branch.*"

5. FURTHER ASSURANCE

Subject to the Agreed Security Principles, the New Chargor shall promptly do whatever the Security Agent or any Receiver reasonably requires:

(a) to perfect or protect all or any of the Security created or expressed to be created by or pursuant to this deed or the priority thereof; or

(b) (following the occurrence of an Acceleration Event which is continuing) to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

6. EXERCISE OF POWERS

All or any of the powers conferred upon mortgagees by the 1881 Act, the 1911 Act, the Insolvency (Northern Ireland) Order 1989 or the Insolvency Act 1986 (as the case may be) or otherwise at law, as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to the New Chargor at any time after an Acceleration Event has occurred and is continuing, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

7. DISAPPLICATION OF STATUTORY RESTRICTIONS

The restriction on the consolidation of mortgages and on power of sale imposed by sections 17 and 20 respectively of the 1881 Act shall not apply to the Security constituted by this deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any New Chargor on or at any time after occurrence of an Acceleration Event which is continuing.

8. NOTICES

Any communication to be made under or in connection with this deed shall be made in accordance with Clause 25 (*Notices*) of the Intercreditor Agreement.

9. GOVERNING LAW AND JURISDICTION

9.1 Governing Law

This deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of Northern Ireland.

9.2 Jurisdiction

The courts of Northern Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this deed (a "**Dispute**")).

9.3 **Convenient Forum**

The Parties agree that the courts of Northern Ireland are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

9.4 **Exclusive Jurisdiction**

This Clause 9 (*Governing Law and Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 9.2 (*Jurisdiction*) and Clause 9.3 (*Convenient Forum*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In Witness whereof this deed has been duly executed and delivered on the date first above written.

Signatories to Deed of Accession

The New Chargor
Executed as a Deed by
[*Name of New Chargor*] acting by:

.....

as Director:

.....

Witnessed

.....

.....
Witness Name:
Witness Occupation:
Witness Address:

Witnessed

.....

.....
Witness Name:
Witness Occupation:
Witness Address:

The Existing Chargors

[ ]

_____

Name:

Title:

[ ]

_____

Name:

Title:

The Security Agent
Executed as a Deed by
[*Name of Security Agent*] acting by:

.....

as Authorised Signatory:

.....

Witnessed

.....

.....
Witness Name:
Witness Occupation:
Witness Address:

Witnessed

.....

.....
Witness Name:
Witness Occupation:
Witness Address:

SCHEDULE TO DEED OF ACCESSION

SCHEDULE 1

REAL PROPERTY

[●]

SCHEDULE 4
FORM OF LEGAL CHARGE

THIS CHARGE is made by way of deed on [●] by:

(1) [●] (registered in England and Wales with company registration number [●]) (the "**Chargor**") [and [●] (registered in England and Wales with company registration number [●] (each a "**Chargor**"))] in favour of

(2) **[●]** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

THIS DEED WITNESSES as follows:

1. DEFINITIONS

Terms defined in the Security Agreement shall have the same meanings when used in this deed.

"**Security Agreement**" means the security agreement dated [●] between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any)/

2. CONSTRUCTION

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Security Agreement will be deemed to be set out in full in this deed, but as if references in those clauses to the Security Agreement were references to this deed.

3. MORTGAGE AND CHARGE

[The Chargor]/[Each Chargor] as beneficial owner and for the payment and discharge of the Secured Obligations, hereby:

(i) GRANTS, CONVEYS, TRANSFERS, DEMISES AND ASSIGNS unto the Security Agent ALL THAT AND THOSE its Real Property specified in the Schedule (*Schedule of Material Real Property*) to this Charge title to which is not registered or registerable in the Land Registry of Northern Ireland pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 TO HOLD the same as to so much thereof as is of freehold tenure unto the Security Agent in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent for the residue of the respective terms of years for which each Chargor from time to time holds the same less the last three days of each such term PROVIDED that each Chargor hereby declares that it shall henceforth stand possessed of such of the said Real Property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by it, and for any further or other interest which it now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Security Agent and to be conveyed assigned or otherwise dealt with whether to the Security Agent or its nominee or otherwise as the Security Agent shall direct and each Chargor hereby further authorises the Security Agent as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Security Agent or any other person or persons to be a trustee or

trustees in respect of the said Real Property, and whereupon to make a declaration vesting all and any of its estate and interest in the said Real Property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any Receiver or Receivers of the said Real Property appointed by the Security Agent under the powers herein contained PROVIDED FURTHER that each Chargor doth hereby irrevocably appoint the Security Agent for the time being to be its attorney, in its name and on its behalf, and as its act and deed to sign seal and deliver and otherwise perfect every or any deed of conveyance of the leasehold reversion which may be desired by the Security Agent, in order to vest in the Security Agent or in any person or persons in trust as agent for the Security Agent, subject as aforesaid, or in any purchaser of the said Real Property or any part thereof, the said leasehold reversion and any further or other interest which each Chargor now has or may hereafter acquire or become entitled to in the said leasehold Real Property or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever; and

(ii) CHARGES in favour of the Security Agent by way of first fixed charge ALL THAT AND THOSE its Real Property specified in the Schedule (*Schedule of Material Real Property*) to this Charge title to which is registered or registerable in the Land Registry of Northern Ireland pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970,

excluding any such leasehold property where the consent of the landlord of such leasehold property has not been obtained ("**Mortgaged Property**").

4. APPLICATION TO THE LAND REGISTRY

The Chargor/Each Chargor consents and agrees to an application being made to the Land Registry of Northern Ireland to enter the following inhibition in the relevant Folio(s) of any registered land forming the Mortgaged Property:

> "*No disposition of the registered land by the registered owner of the registered land or by the registered owner of any registered charge, not being a charge registered before the entry of this inhibition, is to be registered without a written consent signed by the registered owner for the time being of the charge dated [●] in favour of Deutsche Bank AG, London Branch.*"

5. GOVERNING LAW

This deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of Northern Ireland and the parties agree that the courts of Northern Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

THIS CHARGE has been executed and delivered as, and is intended to take effect as, a deed by [the Chargor]/[each Chargor] and has been signed by the Security Agent on the date written on the first page of this Legal Charge.

SCHEDULE OF MATERIAL REAL PROPERTY

Chargor	Address or description	Freehold or Leasehold	Folio Number and County
[●]	[●]	[●]	[●]

SIGNATORIES TO SECURITY AGREEMENT

THE ORIGINAL CHARGORS

Executed as a deed by
ASDA STORES LIMITED
acting by a ~~director~~ attorney

[redacted]
~~Director~~ attorney

attorney ~~duly authorised signatory~~ under power of attorney dated 22 May 2024

in the presence of:

Witness signature: [redacted]

Witness name: Anna Hudson

Witness address: c/o Asda House
Southwark, 1 Thorpe Park, Leeds LS11 5AD

Witness occupation: Solicitor

Witness signature: _____

Witness name: _____

Witness address: _____

_____

Witness occupation: _____

Executed as a deed by
MCLAGAN INVESTMENTS LIMITED
acting by a ~~director~~ attorney (CC) **Director** attorney Anthony Hennebaygue
~~as authorised signatory~~ under Power of Attorney dated 27 May 2021

in the presence of:

Witness signature: [redacted]

Witness name: Anna Hudson

Witness address: C/O Reed Harris
Sentinel, 61 Wilson St. Leeds LS11 5AS

Witness occupation: Solicitor

Witness signature: _____

Witness name: _____

Witness address: _____

_____

Witness occupation: _____

THE SECURITY AGENT

Executed as a DEED for and on behalf of

DEUTSCHE BANK AG, LONDON BRANCH

by:

_____ _____

In the presence of:

_____ _____

NAME:

ADDRESS:

c/o Legal Department

Winchester House

1 Great Winchester Street

London

EC2N 2DB

NAME:

ADDRESS:

c/o Legal Department

Winchester House

1 Great Winchester Street

London

EC2N 2DB