



**Registration of a Charge**

Company Name: **SAFWAY STORES LIMITED**

Company Number: **00746956**



Received for filing in Electronic Format on the: **24/06/2022**

XB6T6KYR

**Details of Charge**

Date of creation: **23/06/2022**

Charge code: **0074 6956 0041**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT)**

Brief description: **FREEHOLD PROPERTY SHOWN EDGED IN RED ON PLAN 3 (ATTACHED TO THE SECURITY INSTRUMENT) LOCATED AT: LAND FORMING PART OF LAND NORTH OF PINE GROVE, CROWBOROUGH; THE TITLE NUMBER TO BE ALLOCATED BY THE LAND REGISTRY. PLEASE REFER TO SCHEDULE 2 OF THE SECURITY INSTRUMENT FOR ADDITIONAL DETAILS AND LISTINGS**

**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:

**DANNI DAVIES**



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

Company number: 746956

Charge code: 0074 6956 0041

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2022 and created by SAFEWAY STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2022 .

Given at Companies House, Cardiff on 28th June 2022

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**

23 June

**2022**

**THE COMPANIES LISTED IN SCHEDULE 1**  
(as the Chargor)

and

**GLAS TRUST CORPORATION LIMITED**  
(as the Security Agent)

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**SUPPLEMENTAL LEGAL MORTGAGE**  
(unregistered land)

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**LATHAM & WATKINS**

99 Bishopsgate  
London EC2M 3XF  
United Kingdom  
Tel: +44.20.7710.1000  
[www.lw.com](http://www.lw.com)

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Signature: Danni Davies

Name: Danni Davies

Title: Solicitor

Date: 24 June 2022

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**THIS CHARGE** is made by way of deed on 23 June 2022 by:

- (1) **THE COMPANIES** listed in Schedule 1 (*Chargors*) (each a “**Chargor**” and together the “**Chargors**”); and
- (2) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

#### **RECITALS:**

This deed is supplemental to a security agreement dated 3 November 2021 between, amongst others, the *Chargors* named therein and the Security Agent, as supplemented pursuant to a supplemental debenture dated 31 March 2022 made between Market Holdco 3 Limited, Market Bidco Limited, Market Bidco Finco plc, Optimisation Investments Limited, Safeway Limited, Safeway Stores Limited and Wm Morrison Supermarkets Limited as original *chargors* and the Security Agent as security agent and as acceded to pursuant to a deed of accession dated on or about the date of this deed made between the acceding *chargors* named therein (as previously supplemented and amended by earlier Security Accession Deeds (if any) and as further amended and supplemented from time to time) (the “**Security Agreement**”).

**THIS DEED WITNESSES** as follows:

#### **1. DEFINITIONS**

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

In addition, the following definition shall also apply in this deed:

“**Bradford Caution**” means the caution against first registration registered with title number WYK928830 in favour of Northern Powergrid (Yorkshire) Plc affecting the Bradford Property.

“**Material Real Property**” means each Real Property listed in Schedule 2 (*Material Real Property*) to this deed.

“**Title Deeds**” means all deeds, title documents, certificates, account mandates, signing authorities and other documents constituting or evidencing title to each of the Material Real Properties.

#### **2. CONSTRUCTION**

Clauses 1.2 (*Terms defined in the Intercreditor Agreement*) to 1.9 (*Security Accession Deeds*) 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. PAYMENT OF SECURED OBLIGATIONS**

##### **3.1 Covenant to Pay**

Subject to Clause 9 (*Limited Recourse*), each *Chargor* covenants with the Security Agent as trustee for the Secured Creditors that it shall on demand of the Security Agent discharge all Secured Obligations as and when they fall due according to their terms and such *Chargor* shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by such *Chargor* to the Security Agent (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors in respect of any such liabilities provided that neither such covenant nor the Security Interest constituted by this deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

### 3.2 **Interest on Demand**

If a Chargor fails to pay any sum on the due date for payment of that sum such Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 27.5 (*Interest on demand*) of the Intercreditor Agreement.

## 4. **LEGAL CHARGE**

Each Chargor as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent, with no title guarantee (subject to any Permitted Security):

- (a) by way of legal mortgage, all of its right, title and interest in Material Real Property listed next to its name in Schedule 2; and
- (b) by way of fixed charge (to the extent not effectively charged under paragraph (a) above) all of its right, title and interest in the Material Real Property listed next to its name in Schedule 2,

(“**Mortgaged Property**”).

## 5. **APPLICATION TO THE LAND REGISTRY (FIRST REGISTRATION OF UNREGISTERED LAND)**

- (a) Each Chargor shall:
  - (i) upon the execution of this deed, deposit with the Security Agent, all Title Deeds; and
  - (ii) at any time after the execution of this deed, deposit with the Security Agent any further Title Deeds, promptly upon coming into possession of any of them,
  - (iii) or in either case, procure that a firm of solicitors instructed by each Chargor undertakes to hold such Title Deeds to the order of the Security Agent for so long as each Mortgaged Property remains subject to the Security granted pursuant to this deed.
- (b) Subject to Clause 5(c), each Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of each Mortgaged Property, without the prior written consent of the Security Agent.
- (c) The provisions of Clause 5(b) shall not apply in respect of any claims or rights of third parties existing on or in the course of being acquired before the Closing Date or, as applicable, on the date after the Closing Date on which the relevant property is acquired and/or any interests or rights granted or obtained to or by a third party on or after the date of this deed or the date on which the relevant property is acquired, not otherwise in breach of the terms of the Senior Facilities Agreement.
- (d) If any caution against first registration or any notice (whether agreed or unilateral) is registered against a Chargor's title to a Mortgaged Property, the relevant Chargor shall promptly provide the Security Agent with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the relevant Chargor shall promptly, and at its own expense, take such steps as the Security Agent may reasonably require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

- (e) Promptly following the date of this deed, each Chargor shall (if no such application has already been made prior to the date of this deed) make an application for first registration in respect of its ownership of a legal estate in each Mortgaged Property arising out of possession with the intent that the legal mortgage created pursuant to this deed is registered against its legal title to the Mortgaged Property.
- (f) Upon registration of each Material Real Property at the Land Registry, each Chargor shall, if required by the Security Agent, grant a further legal mortgage of such Material Real Property with full title guarantee and apply to register the legal mortgage at the Land Registry in accordance with the provisions of clause 27.28 of the Senior Facilities Agreement.
- (g) Each Chargor consents and agrees to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of the title to each Mortgaged Property, once registered:

*“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ● ] in favour of GLAS Trust Corporation Limited referred to in the charges register or their conveyancer.”*

## **6. FURTHER ADVANCES**

- (a) Subject to the terms of the Secured Debt Documents, each Secured Creditor is under an obligation to make further advances to the Debtors and that obligation will be deemed to be incorporated into this deed as if set out in this deed.
- (b) Each Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of the title to any Mortgaged Property following its registration.

## **7. NEGATIVE PLEDGE**

Except as not prohibited under the Secured Financing Agreements, no Chargor shall at any time during the Security Period create or permit to subsist any Security Interest over all or any part of the Mortgaged Property.

## **8. REAL PROPERTY**

### **8.1 Property: Notification**

Each Chargor shall, during the Security Period, promptly notify the Security Agent of any material contract, conveyance, transfer or other disposition for the acquisition by such Chargor (or its nominee(s)) of any Mortgaged Property.

### **8.2 Lease Covenants**

Each Chargor shall, during the Security Period, (except as otherwise permitted by the Secured Financing Agreements), in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Mortgaged Property is at any time subject:

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee; and



- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Mortgaged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term,  
  
in each case where failure to do so could reasonably be expected to have a Material Adverse Effect.

### 8.3 General Property Representations and Undertakings

- (a) Each Chargor shall during the Security Period, (except as otherwise permitted by the Secured Financing Agreements):
  - (i) repair and keep in good and substantial repair and condition all the Real Property at any time forming part of the Mortgaged Property save to the extent it is a third party's obligation to do so;
  - (ii) comply with and observe and perform (i) all applicable requirements of all planning and environmental legislation, regulations and by-laws relating to the Material Real Property, (ii) any material conditions attaching to any planning permissions relating to or affecting the Material Real Property and (iii) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Material Real Property,

in each case where failure to do so could reasonably be expected to have a Material Adverse Effect.

- (b) Each Chargor represents that, as at the date of this deed:
  - (i) other than the Bradford Caution, there is no caution against first registration of the title to any Mortgaged Property in favour of a party other than a Chargor; and
  - (ii) the Material Real Properties are not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

### 8.4 Entitlement to Remedy

- (a) If a Chargor fails to comply with any of the undertakings contained in this Clause 8.4, the Security Agent shall be entitled, but shall not be obliged, (with such agents, contractors and others as it sees fit) having (if practicable in the circumstances) given seven (7) days' notice to the relevant Chargor to remedy such failure to comply, to do such things as may in the reasonable opinion of the Security Agent be required to remedy such failure and all monies spent by the Security Agent in doing so shall be reimbursed by such Chargor on demand with interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 3.2 (*Interest on Demand*).
- (b) The exercise by the Security Agent of its powers under this Clause 8.4 (*Entitlement to Remedy*) shall not render the Security Agent liable to account as mortgagee in possession.

### 8.5 Implied covenants for title

The covenants set out in section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Legal Charge*).

## **9. LIMITED RECOURSE**

9.1 Notwithstanding Clause 3.1 (*Covenant to Pay*) and any other provision of this deed, the recourse of the Security Agent against each of the Chargors that acceded to the Security Agreement pursuant to a security accession deed entered into on 25 May 2022 in respect of the Secured Obligations is solely limited to the rights of enforcement and recovery against the Mortgaged Property charged or mortgaged by that Chargor under this deed and, accordingly, the Security Agent agrees that the total amount recoverable against that Chargor under this deed shall be limited to the proceeds received by the Security Agent after realising the Mortgaged Property of that Chargor in accordance with this deed.

9.2 No Secured Creditor:

- (a) shall have any recourse to any assets of any of the Chargors that acceded to the Security Agreement pursuant to a security accession deed entered into on 25 May 2022 other than the Mortgaged Property of that Chargor;
- (b) may seek to recover from any of the Chargors that acceded to the Security Agreement pursuant to a security accession deed entered into on 25 May 2022 any shortfall between the amount of the proceeds received by the Security Agent after realising the Mortgaged Property of that Chargor in accordance with this deed and the Secured Obligations including by proving or otherwise claiming in that Chargor's insolvency proceedings; or
- (c) may sue or commence, join or bring any action or proceeding against any of the Chargors that acceded to the Security Agreement pursuant to a security accession deed entered into on 25 May 2022 or apply to have any of those Chargors wound up or made subject to insolvency proceedings in relation to any shortfall referred to in paragraph (b) above or on any other grounds permitted under the Insolvency Act 1986.

## **10. INCORPORATION OF TERMS FROM SECURITY AGREEMENT**

- (a) The provisions of clause 3.1.2 and 3.1.3 (*Common provisions*), clause 8.1, 8.2 and 8.4 (*Further Assurance*), and Clause 15 (*General Undertakings*) to Clause 31 (*Miscellaneous*) (inclusive) of the Security Agreement shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
- (b) "this Debenture" or "this deed" and other similar expressions were a reference to this deed;
- (c) "Chargor" was a reference to the Chargor under this deed; and
- (d) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the Mortgaged Property charged under this deed.

## **11. THE SECURITY AGREEMENT**

The Security Agreement shall remain in full force and effect as supplemented by this deed.

## **12. DESIGNATION**

This deed is designated as a Senior Finance Document.

### **13. GOVERNING LAW**

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

### **14. JURISDICTION**

#### **14.1 English Courts**

The courts of England have exclusive jurisdiction to settle any dispute (a “**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 obligations arising out of or in connection with this deed).

#### **14.2 Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle deed between them and, accordingly, that they will not argue to the contrary.

**THIS DEED** has been executed and delivered as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Agent on the date written on the first page of this deed.

## **SCHEDULE 1**

### **CHARGORS**

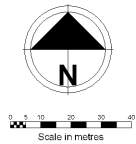
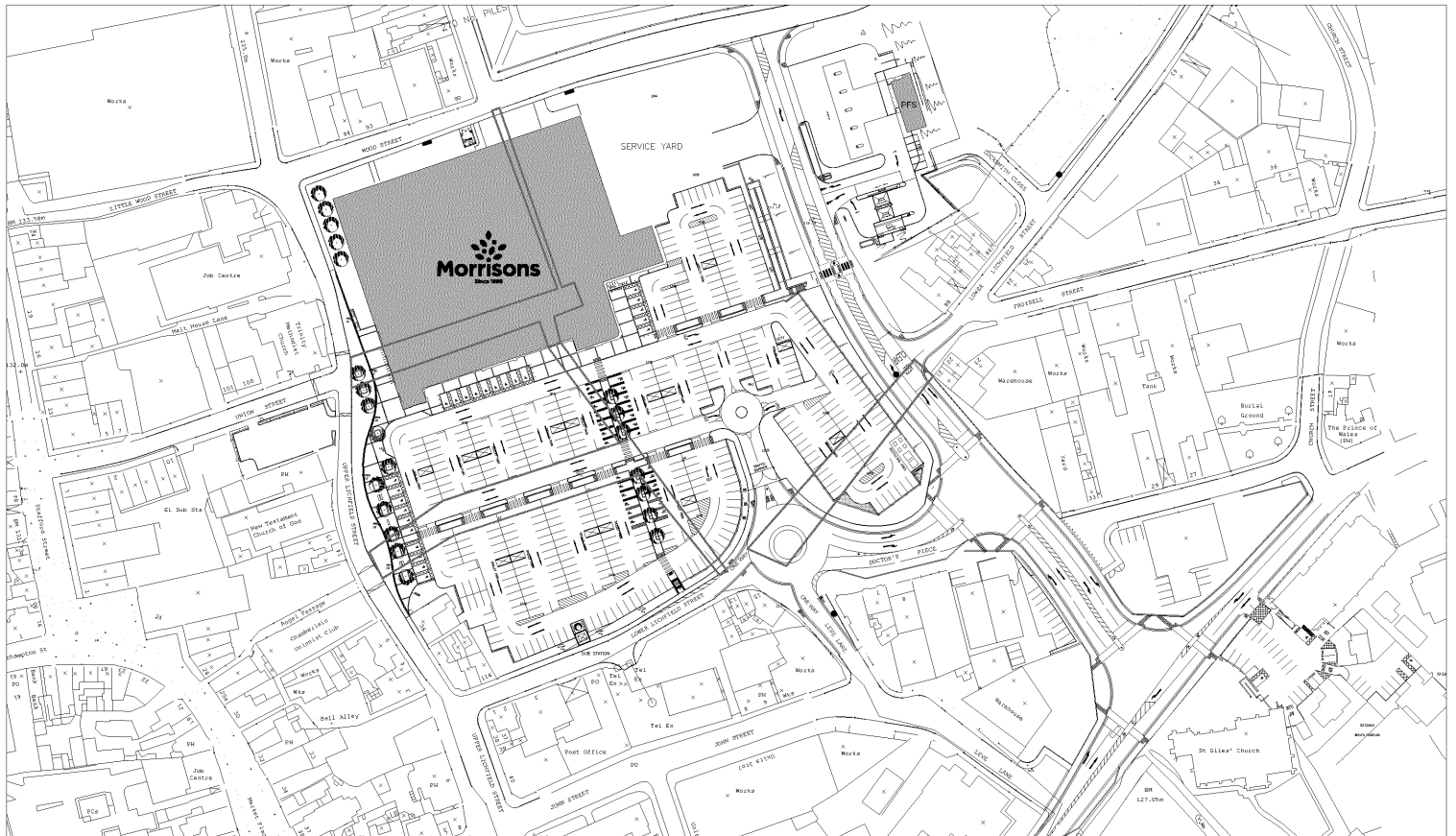
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English Real Estates Limited	01643780	England and Wales
Safeway Stores Limited	00746956	England and Wales
Wm Morrison Produce Limited	00776224	England and Wales
Wm Morrison Supermarkets Limited	00358949	England and Wales

## SCHEDULE 2 MATERIAL REAL PROPERTY

Property Number	Property Name	Chargor	Property Address	Freehold / Leasehold	Provisional Title Number (if already allocated)
37	Willenhall	Wm Morrisons Supermarkets Limited	<p>The property shown edged red on Plan 1 attached to this deed, with the following address:</p> <p>Land forming part of land on the east side of Upper Lichfield Street and north of Lower Lichfield Street and land lying north of Doctor's Piece, Willenhall</p>	Freehold	To be allocated
45	Barnsley	Wm Morrison Supermarkets Limited	<p>The property shown edged red on Plan 2 attached to this deed, with the following address:</p> <p>Land on the South side of West Way, Barnsley</p>	Freehold	To be allocated
62	Crowborough	Safeway Stores Limited	<p>The property shown edged red on Plan 3 attached to this deed, with the following address:</p> <p>Land forming part of land north of Pine Grove, Crowborough</p>	Freehold	To be allocated

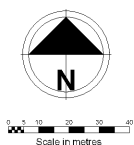
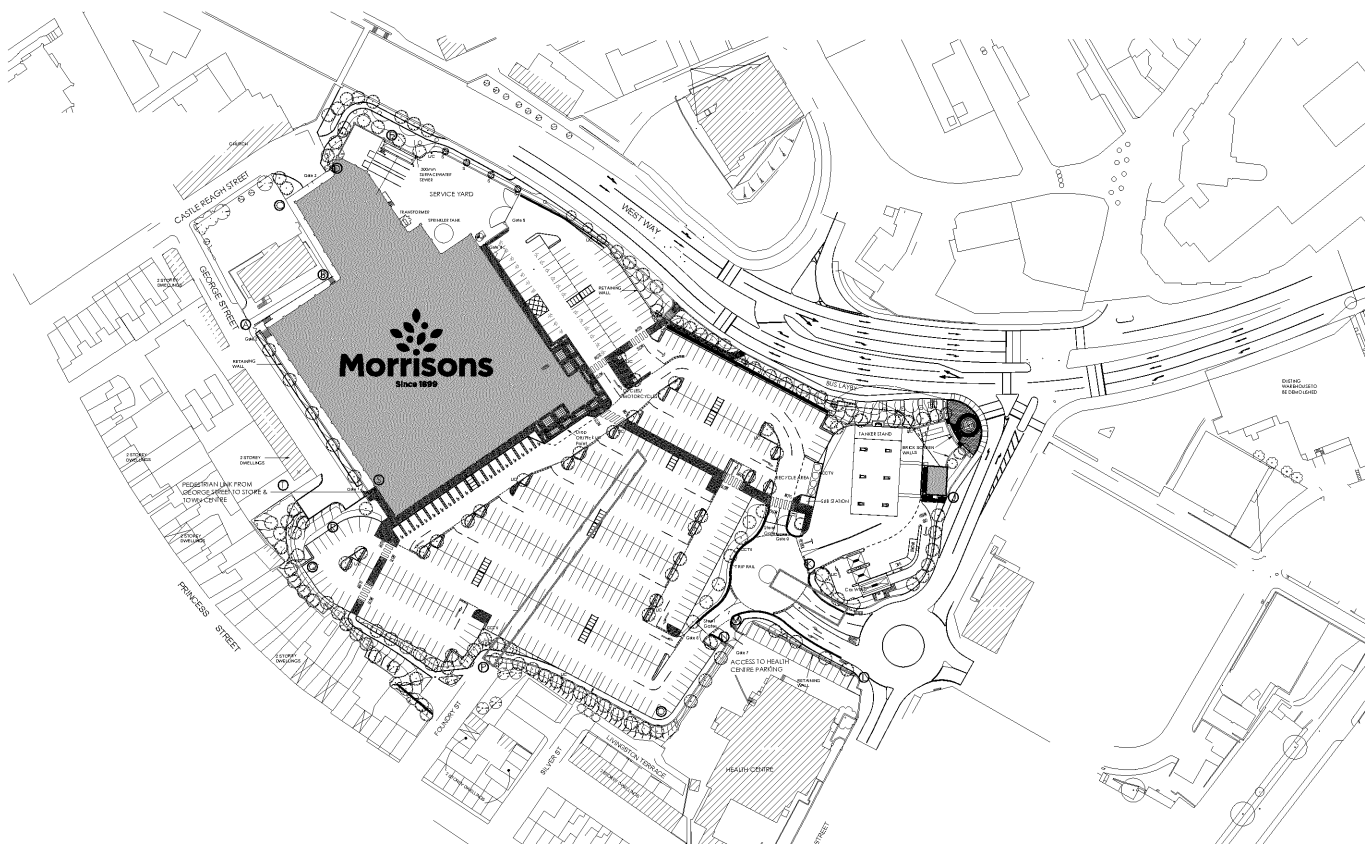
102	Rothwell	WM Morrison Supermarkets Limited	<p>The property shown edged red on Plan 4 attached to this deed, with the following address:</p> <p>Land North of Commercial Street and south of Ingram Parade, Rothwell</p>	Freehold	To be allocated
104	Wetherby	WM Morrison Supermarkets Limited	<p>The property shown edged red on Plan 5 attached to this deed, with the following address:</p> <p>Land on the north side of Hallfield Lane and Horsefair, Wetherby</p>	Freehold	To be allocated
107	<p>Bradford Thornbury</p> <p>(the <b>"Bradford Property"</b>)</p>	WM Morrison Supermarkets Limited	<p>The property shown edged red on Plan 6 attached to this deed, with the following address:</p> <p>Land between Rushton Park, Rushton Avenue, Bradford and Land and buildings on the west side of Woodhall Road</p>	Freehold	To be allocated

124	Flaxby Manufacturing (WM Morrisons)	1. WM Morrison Supermarkets Limited  2. WM Morrison Produce Limited	The property shown edged red on Plan 7 attached to this deed, with the following address:  Land between the Land at Flaxby, Land at York Road and lying to the West and North of York Road, Flaxby, Knaresborough	Freehold	To be allocated
85	Spalding Manufacturing	Wm Morrison Supermarkets Limited	The property shown edged red on Plan 8 attached to this deed, with the following address:  Land forming part of land on the east side of Stephenson Avenue, Spalding and land forming part of land lying to the South West of Cresswell Close, Pinchbeck	Freehold	To be allocated
12	Hereford	English Real Estates Limited	The property shown edged red on Plan 9 attached to this deed, with the following address:  Land forming part of the Morrisons store on the North side of Commercial Road, Hereford	Freehold	To be allocated
109	Gadbrook Manufacturing	Wm Morrison Supermarkets Limited	The property shown edged red on Plan 10 attached to this deed, with the following address:  Land between the land on the South West side of King Street, and 5 King Street, Rudheath, Northwich	Freehold	To be allocated
145	Ellesmere Port	English Real Estates Limited	The property shown edged red on Plan 11 attached to this deed, with the following address:  Land Forming Part Of A Footpath, Chester Road, Ellesmere Port	Freehold	CH586190 (Caution Title)  New title number to be allocated



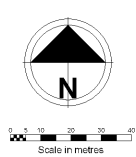
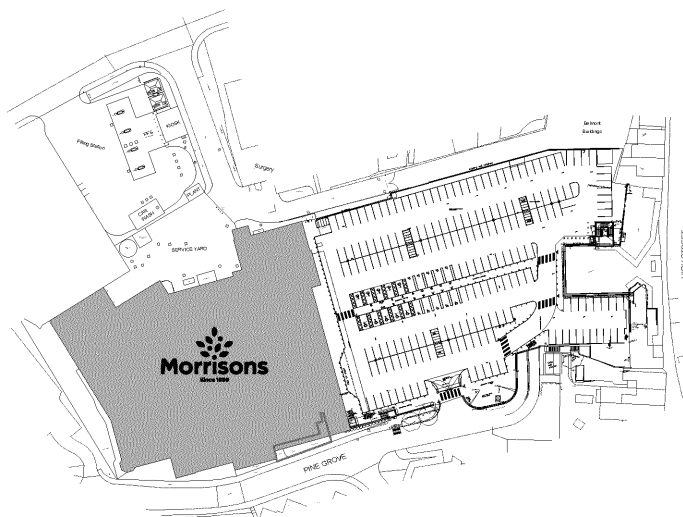
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BY	CC	DATE	26.05.22	SCALE	1:250@A3		
DRAWING No.		REV	-	BY	---		
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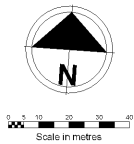
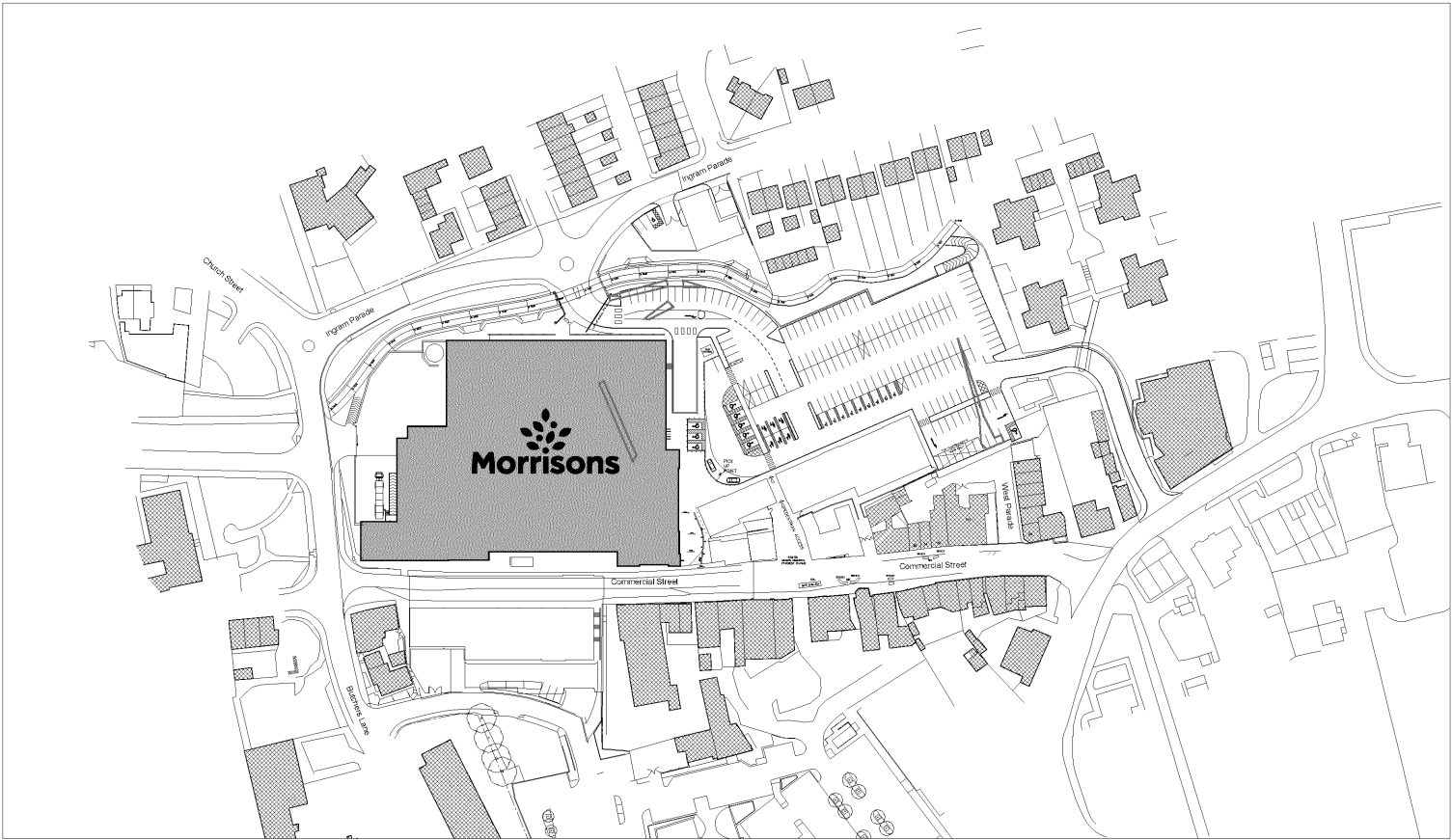



Wm MORRISON SUPERMARKETS LTD  
Property & Development Division  
Hillmore House, Gain Lane,  
Bradford, BD3 7DL Tel: 0845 611 6000

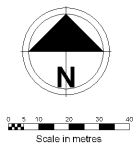
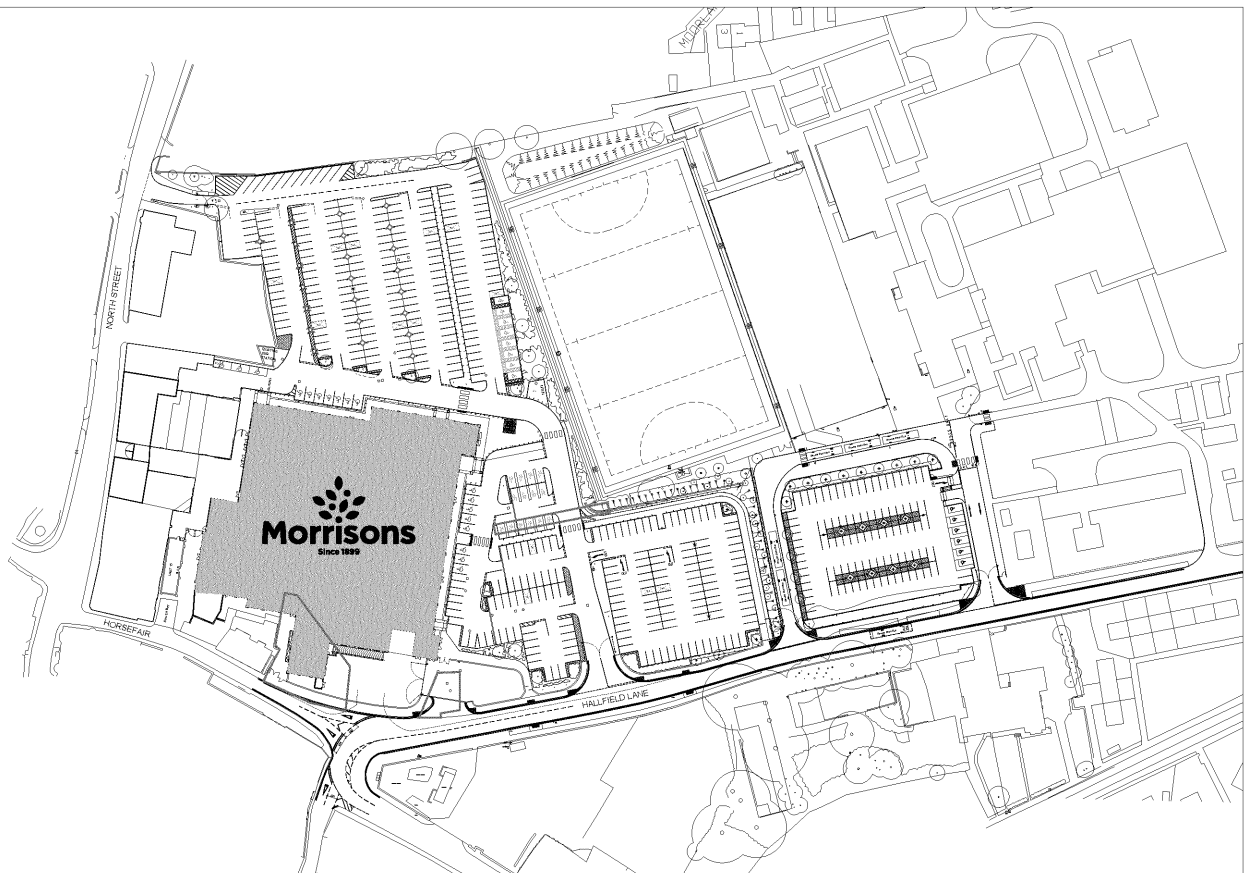
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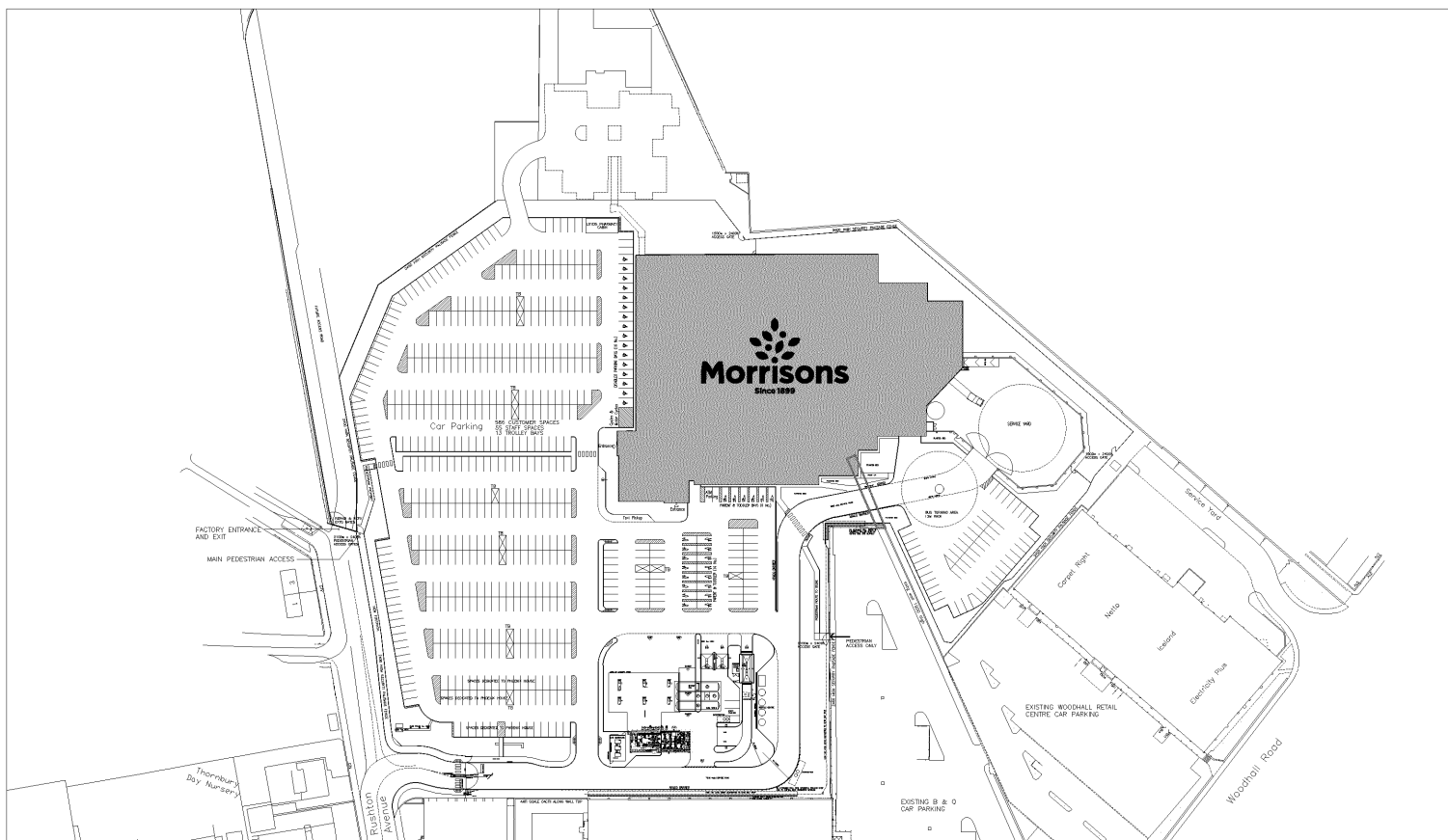
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	PROJECT/DRAWING					
	Site Plan					
BY		DATE	SCALE			
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DRAWING No.		REV	BY			
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 Wm MORRISON SUPERMARKETS LTD Property & Development Division Hilmore House, Gain Lane, Bradford, BD3 7DL Tel: 0845 611 6000	STORE NAME		419 Rothwell	REV	DATE	DETAILS	APP
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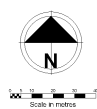
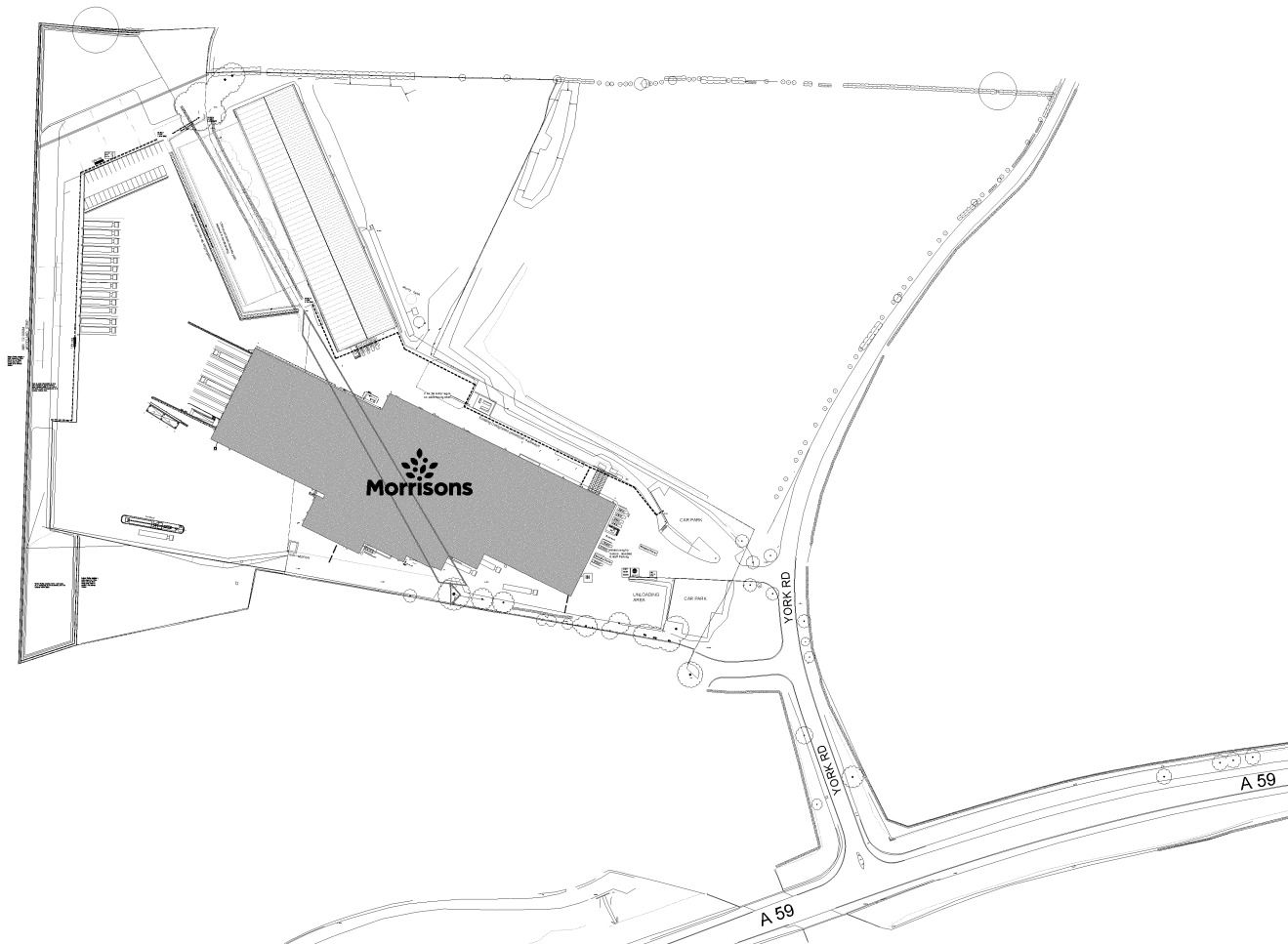



 <p>Wm MORRISON SUPERMARKETS LTD Property &amp; Development Division Hilmore House, Gain Lane, Bradford, BD3 7DL Tel: 0845 611 6000</p>			STORE NAME	110 Wetherby	REV	DATE	DETAILS	APP
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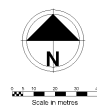
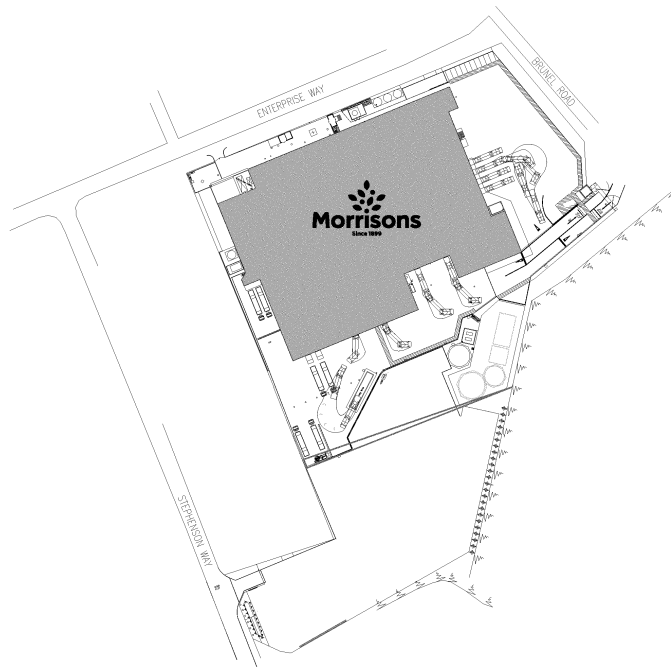


Wm MORRISON SUPERMARKETS LTD  
Property & Development Division  
Hilmore House, Gain Lane,  
Bradford, B33 7DL Tel: 0845 611 6000

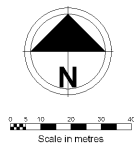
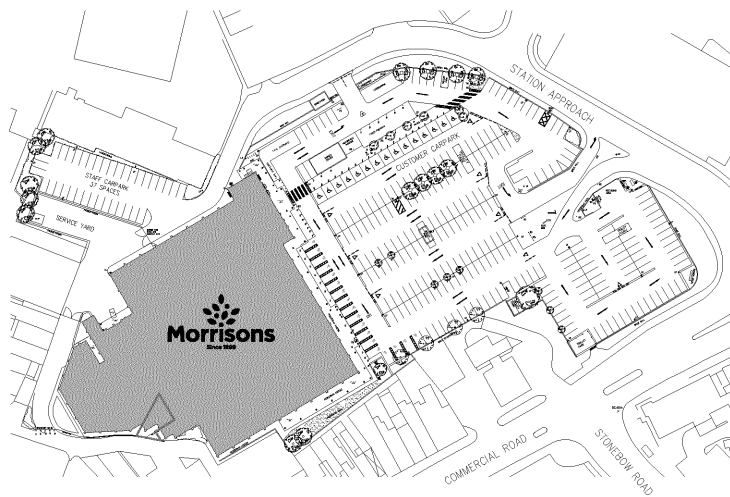
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PROJECT/DRAWING			Site Plan				
BY	DATE	SCALE					
CC	26.05.22	1:250@A3					
DRAWING No.	REV	BY					
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 Win MORRISON SUPERMARKETS LTD Property & Development Division Hillmore House, Gains Lane, Bradford, BD3 7DL, Tel: 0645 611 6000		STORE NAME 902 Flaxby Produce		REV	DATE	DETAILS	APP
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		DRAWING NO.	902/ref/01	REV	BY		
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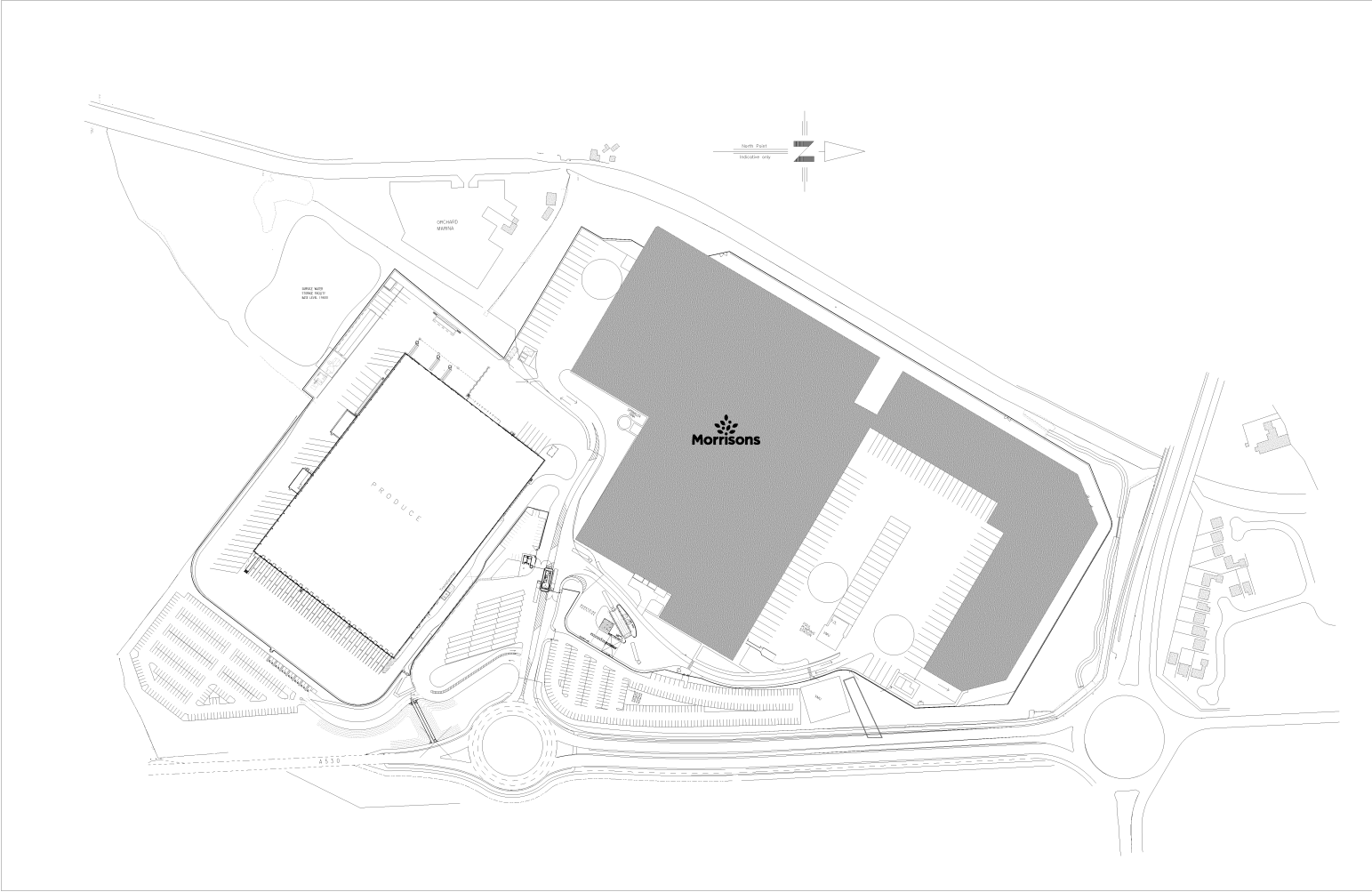
 Win MORRISON SUPERMARKETS LTD Property & Development Division Hillmore House, Gains Lane, Bradford, BD3 7DL, Tel: 0645 611 6000		STORE NAME 859 Woodhead Bros. Spalding		REV	DATE	DETAILS	APP
		PROJECT/DRAWING Site Plan		BY	DATE	SCALE	
		CC	26.05.22		1:250@A2		
		DRAWING NO.	859/ref/01	REV	BY		
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Wm MORRISON SUPERMARKETS LTD  
Property & Development Division  
Hilmore House, Gain Lane,  
Bradford, BD3 7DL Tel: 0845 611 6000

STORE NAME			248 Hereford	REV	DATE	DETAILS	APP
PROJECT/DRAWING			Site Plan				
BY	CC	DATE	26.05.22	SCALE	1:250@A3		
DRAWING No.	248/ref/01		REV	BY			
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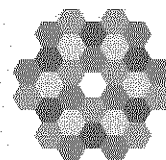




 Wm MORRISON SUPERMARKETS LTD Property & Development Division 1st Floor, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000		STORE NAME Gadbrook		REV	DATE	DETAILS	APP
PROJECT/DRAWING Site Plan		BY MP	DATE 20.06.22	SCALE 1:1250	QA1		
DRAWING NO GAD/re/01							

HM Land Registry  
Official copy of  
caution plan

Title number **CH586190**  
Ordnance Survey map reference **SJ3975NW**  
Scale **1:1250**  
Administrative area **Cheshire West and  
Chester**



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Ellesmere Port

**SIGNATORIES TO SECURITY AGREEMENT**

**THE CHARGORS**

**EXECUTED as a DEED by**

**ENGLISH REAL ESTATES LIMITED**

acting by:

JONATHAN J BURKE

as Director:

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)  
)  
)  
)  
)

REDACTED

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-

Witness:

REDACTED

Name:

ADELE WHORTON

Address:

REDACTED

Occupation:

LEGAL PA

**EXECUTED as a DEED by**  
**SAFeway STORES LIMITED**  
acting by:

JONATHAN J. BURKE

as Director:

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)  
)  
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)  
)

REDACTED

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Witness:

REDACTED

Name:

ADELE WHORTON

Address:

REDACTED

Occupation:

LEGAL PA

EXECUTED as a DEED by  
WM MORRISON PRODUCE LIMITED  
acting by:

MAZ AHMED

as Director:

)  
)  
)  
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)  
)  
)  
**REDACTED**

Witness: REDACTED

Name: ADELE WHORTON

Address: REDACTED

Occupation: LEGAL PA

REDACTED

• • • • • 1 1 • • • • • 2 2 • • • • • 3 3 • • • • • 4 4 • • • • • 5 5 • • • • • 6 6 • • • • • 7 7 • • • • • 8 8 • • • • • 9 9 • • • • • 0 0 • • • • •

REDACTED

ALISON CLARE WYATT

MORRISONS, BRADHERO B0370L

PERSONAL ASSISTANT

**THE SECURITY AGENT**

Executed as a **DEED** for and on behalf of

**GLAS TRUST CORPORATION LIMITED**

by: **REDACTED**

\_\_\_\_\_  
Name: LUXMAN JEGATHEESWARAN  
Title: SENIOR TRANSACTION MANAGER.

In the presence of:

Witness signature: REDACTED

Name: HENRY B LEADSON

Address: \_\_\_\_\_

Occupation: JUNIOR TRANSACTION MANAGER

55 Ludgate Hill  
London  
EC4M 7JW