



Registration of a Charge

Company name: **SAINSBURY'S SUPERMARKETS LTD**

Company number: **03261722**



X71UWRH4

Received for Electronic Filing: **16/03/2018**

Details of Charge

Date of creation: **09/03/2018**

Charge code: **0326 1722 0034**

Persons entitled: **LU UK V S.A R.L.**

Brief description: **REGISTERED LAND: LAND AND BUILDINGS ON THE NORTH SIDE OF ELSTREE WAY, ELSTREE AS SHOWN EDGED IN RED ON THE PLAN AT ANNEXURE 1 TO THE CHARGING INSTRUMENT - TITLE NO.: HD75434; FOR MORE DETAILS PLEASE REFER TO THE CHARGING 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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3261722

Charge code: 0326 1722 0034

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2018 and created by SAINSBURY'S SUPERMARKETS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th March 2018 .

Given at Companies House, Cardiff on 20th March 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ashurst

Legal Charge

Sainsbury's Supermarkets Ltd

and

LU UK V S.Á R.L.

9 March 2018

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THIS LEGAL CHARGE is made on

9 March

2018

BETWEEN:

- (1) **Sainsbury's Supermarkets Ltd** (No. 03261722) whose registered office is at 33 Holborn, London EC1N 2HT (the "**Company**") and
- (2) **LU UK V S.Á R.L.** registered with the trade and company register under number B221 960 whose registered office is 24-28 Rue Goethe, L1637 Luxembourg (the "**Chargee**")

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following expressions shall bear the following meanings for the purposes of this legal charge:

"Default Rate" means 4% above National Westminster Bank Plc base rate from time to time

"Encumbrance" means any mortgage charge assignment pledge lien right of set-off encumbrance or other security interest (whether fixed or floating)

"Indebtedness" means the deposit of £12,000,000 paid by the Chargee to the Company on today's date together with all interest accruing thereon and all costs charges and expenses incurred in connection therewith

"Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other legislation relating to town and country planning in force from time to time

"Property" means the property specified in the schedule hereto

"Receiver" means a receiver and manager or (if the Chargee so specifies in the relevant appointment) a receiver

- 1.2 References to the parties hereto include their permitted assignees and/or the respective successors in title to substantially the whole of their respective undertakings
- 1.3 References to any statute or statutory provision or order or regulation made thereunder include that statute provision order or regulation as amended modified re-enacted or replaced from time to time whether before or after the date hereof
- 1.4 References to persons shall include bodies corporate and unincorporate associations state entities (or any agency thereof) partnerships and individuals
- 1.5 Headings to clauses are for information only and shall not form part of the operative provisions of this legal charge or the schedules and shall be ignored in construing the same
- 1.6 References to recitals clauses or schedules are to recitals to clauses of or schedules to this legal charge
- 1.7 The parties intend that this document shall take effect as a deed

- 1.8 References in this legal charge to any agreement deed or document (including, without limitation references to this legal charge) shall be deemed to include references to such agreement deed or document as varied amended modified supplemented or replaced from time to time

2. COVENANT TO PAY

The Company covenants that it will pay the Indebtedness to the Chargee as and when the same falls due for payment

3. CHARGING CLAUSE

- 3.1 As security for the payment of the Indebtedness the Company hereby charges in favour of the Chargee with full title guarantee:

- (a) by way of first legal mortgage all the Property together with all buildings and fixtures (including trade and tenant's fixtures) at any time thereon
- (b) by way of first fixed charge the benefit of all covenants (including for title) licences consents agreements and authorisations from time to time enjoyed, received held or utilised (as the case may be) by the Company in connection with its ownership or use of the Property

4. CONTINUING SECURITY

This security is to be a continuing security, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Company of the whole or any part of the Indebtedness and is to be in addition and without prejudice to any other security or securities which the Chargee may now or hereafter hold for the Indebtedness or any part thereof and this security may be enforced against the Company without first having recourse to any other rights of the Chargee

5. FURTHER ASSURANCE

The Company undertakes from time to time and at all times whether before or after the security constituted hereunder shall have become enforceable to execute and do at the Chargee's costs all such deeds assurances agreements instruments acts and things as the Chargee may require for perfecting and protecting the security hereby constituted or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Chargee's rights hereunder

6. NEGATIVE PLEDGE

- 6.1 During the continuance of this security the Company shall not:

- (a) create or permit to subsist any Encumbrance on or over all or any part of the Property or agree to do so or
- (b) sell transfer or otherwise dispose of the whole or any part of the Property or agree to do so or
- (c) dispose of the equity of redemption in respect of any of the Property

- 6.2 The Company hereby irrevocably consents to the Chargee applying to the Chief Land Registrar for a restriction to be entered in the register of title of the Property on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the registered proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2018 in favour of LU UK V S.Á R.L. referred to in the charges register or their conveyancer"

- 6.3 In respect of any part of the Charged Property the title to which is registered at HM Land Registry it is hereby certified that the security created by this legal charge does not contravene any of the provisions of the memorandum or articles of association of the Company

7. REPRESENTATIONS

The Company represents and warrants to the Chargee on the date hereof and on each day that there is any Indebtedness outstanding as follows:

- 7.1 that it is a company duly incorporated and validly existing under the laws of England and has the power to own all its property and assets and to carry on its business as now being conducted
- 7.2 that it has full power to enter into this legal charge and to create the security hereby constituted and has taken all necessary corporate action required to authorise the execution of this legal charge and the creation of the security hereby constituted and that this legal charge constitutes the legal valid and binding obligations of the Company
- 7.3 that there is nothing in the memorandum or articles of association or other constitutional documents of the Company and there is no law or regulation binding on the Company and no provision of any existing mortgage trust deed contract or agreement binding or affecting the Company or the undertaking or assets of the Company which is contravened by the execution of this legal charge or the creation of the security hereby constituted
- 7.4 that it is not unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986
- 7.5 all necessary approvals and consents (whether governmental or otherwise) in relation to the making performance and validity of this legal charge and the transactions contemplated by this legal charge have been obtained and remain in full force and effect.

8. ATTORNEY

The Company hereby irrevocably and by way of security appoints the Chargee and every Receiver of the Property or any part thereof appointed hereunder and any person nominated for the purpose by the Chargee or any Receiver in writing under hand by an officer of the Chargee or any Receiver severally as its attorney and in its name and on its behalf and as its act and deed to execute seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed assurance agreement instrument act or thing which it ought to execute and do under the terms of this legal charge or which may be required or deemed proper in the exercise of any rights or powers hereunder or otherwise for any of the purposes of this legal charge and the Company hereby covenants with the Chargee to ratify and confirm all acts or things made done or executed by such attorney as aforesaid

9. ENFORCEMENT OF SECURITY

- 9.1 The restriction on the consolidation of mortgages imposed by section 93 of the Law of Property Act 1925 shall not apply to this legal charge
- 9.2 The powers conferred on mortgagees or receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security constructed by this legal charge except insofar as they are expressly or impliedly

excluded and where there is ambiguity or conflict between the powers contained in such Acts and those contained in this legal charge those contained in this legal charge shall prevail

- 9.3 At any time after this security shall have become enforceable or if so requested by the Company the Chargee may by writing appoint any person (or persons) to be a Receiver of all or any part of the Property (and may similarly remove any Receiver and appoint another in his stead)

10. STATUS POWERS REMOVAL AND REMUNERATION OF RECEIVER

- 10.1 Any Receiver appointed hereunder shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Chargee be in any way responsible for any misconduct negligence or default of the Receiver

- 10.2 Any Receiver appointed hereunder shall have power in addition to the powers conferred by the Law of Property Act 1925 and schedule 1 of the Insolvency Act 1986 (which are hereby incorporated in this legal charge):

- (a) to take possession of collect and get in the Property hereby charged and for that purpose to take any proceedings in the name of the Company or otherwise as he thinks fit
- (b) to manage the Property in such manner as he may think fit
- (c) to make any arrangement or compromise which he shall think expedient in the interests of the Chargee
- (d) for the purpose of exercising any of the powers, authorities and discretions conferred on him by this legal charge and/or defraying any costs or expenses which may be incurred by him in the exercise thereof or for any other purpose to raise or borrow money whether secured or unsecured and whether to rank for payment in priority to this security or not
- (e) sell let or lease or concur in selling letting or leasing and to vary the terms of determine surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the Property and so that any such sale may be made for cash payable by instalments, or for shares or securities of another company and the Receiver may form and promote or concur in forming and promoting a company or companies to purchase the assets to be sold or lease the assets to be leased
- (f) make and effect all repairs renewals and improvements to the Property or any part of it and maintain renew take out or increase insurances
- (g) redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver
- (h) to appoint and discharge employees officers agents professionals and others for the purposes hereof upon such terms as to remuneration or otherwise as he may think fit and to discharge any persons appointed by the Company
- (i) to settle refer to arbitration compromise and arrange any claims accounts disputes questions and demands with or by any person or body who is or claims to

be a creditor of the Company or relating in any way to the Property or any part thereof

- (j) to bring prosecute enforce defend and discontinue all such actions and proceedings in relation to the Property or any part thereof as he shall think fit
- (k) to sever and sell plant machinery or other fixtures sold separately from the property to which they may be annexed
- (l) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Property and do all acts and things incidental thereto
- (m) do all such other acts and things (including without limitations signing and executing all documents and deeds) as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Property

10.3 The Chargee may from time to time by writing remove any Receiver appointed by it and, whenever it may deem appropriate appoint a new Receiver in the place of any Receiver whose appointment has for whatever reason terminated and the Chargee may from time to time fix the remuneration of any Receiver appointed by it

11. APPLICATION OF MONEYS

11.1 All moneys received by the Chargee or any Receiver appointed hereunder shall be applied by him in the following order:

- (a) in payment of the costs charges and expenses incurred and payments made by the Chargee and/or any Receiver
- (b) in payment of remuneration to the Receiver at such rates as may be agreed between him and the Chargee at or any time after his appointment
- (c) in or towards satisfaction of the Indebtedness and
- (d) the surplus (if any) shall be paid to the Company or other person entitled to it

11.2 All moneys received by virtue of any insurance maintained or effected in respect of the Property shall be paid to the Chargee and shall at the option of the Chargee be applied in replacing or reinstating the property or assets destroyed damaged or lost (any deficiency being made good by the Company) or in reduction of the Indebtedness

11.3 Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this agreement

11.4 Any moneys received or realised by the Chargee from the Company or a Receiver under this legal charge may be applied by the Chargee to any item of account or liability or transaction to which they may be applicable in such order or manner as the Chargee may determine

11.5 The Chargee and any Receiver may place and keep (for such time as it shall think prudent) any money received recovered or realised pursuant to this legal charge to or at a separate suspense account (to the credit of either the Company or the Chargee as the Chargee shall think fit) without having any obligation to apply the same or any part thereof in or towards discharge of the Indebtedness

12. PROTECTION OF THIRD PARTIES

- 12.1 No purchaser from or other person dealing with the Chargee and/or any Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable, or whether any of the Indebtedness remains outstanding, or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters
- 12.2 The receipt of the Chargee or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Chargee or any Receiver
- 12.3 In clauses 13.1 and 13.2 "purchaser" includes any person acquiring for money or money's worth any lease of or Encumbrance over or any other interest or right whatsoever in relation to the Property

13. PROTECTION OF CHARGEES AND RECEIVER

- 13.1 Neither the Chargee nor any Receiver shall be liable in respect of 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 such loss or damage is caused by its or his gross negligence or wilful default
- 13.2 Without prejudice to the generality of clause 14.1 entry into possession of the Property shall not render the Chargee or the Receiver liable to account as mortgagee in possession and if and whenever the Chargee enters into possession of the Property it shall be entitled at any time at its discretion to go out of such possession

14. OTHER SECURITY CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

- 14.1 This security is in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security interest right of recourse or other right whatsoever (or the invalidity thereof) which the Chargee may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Company or any other person in respect of the Indebtedness
- 14.2 The powers which this legal charge confers on the Chargee and any Receiver appointed hereunder are cumulative without prejudice to their respective powers under the general law and may be exercised as often as the Chargee or the Receiver thinks appropriate the Assignee 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 and the Company acknowledges that the respective powers of the Chargee and the Receiver shall in no circumstances whatsoever be suspended waived or otherwise prejudiced by anything other than an express waiver or variation in writing
- 14.3 If the Chargee reasonably considers that any amount paid by the Company in respect of the Indebtedness is capable of being avoided or set aside on the liquidation or administration of the Company or otherwise then for the purposes of this legal charge such amount shall not be considered to have been paid

15. SET-OFF

- 15.1 The Chargee may at any time or times without notice to the Company combine consolidate or merge all or any of the Company's accounts with and liabilities to the Chargee and may set-off or transfer any sums standing to the credit of any such accounts in or towards the Indebtedness and may do so notwithstanding that the balances on such accounts and the Indebtedness may not be expressed in the same currency and the

Chargee is authorised to effect any necessary conversions at the Chargee's spot rate of exchange then prevailing

- 15.2 The Company irrevocably authorises the Chargee in its name and at its expense to perform such acts and sign such documents as may be required to give effect to any combination of accounts set-off or transfer pursuant to clause 15.1 above

- 15.3 The provisions of this clause 15 shall be in addition to and without prejudice to such rights of set-off combination lien and other rights whatsoever conferred on the Chargee by law

16. **EXCLUSION OF POWERS OF LEASING**

During the continuance of this security the statutory and other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Company

17. **CERTIFICATES**

For all purposes including any legal proceedings a certificate signed by one of the Chargee's officers as to the amount of the Indebtedness (or any part thereof) shall in the absence of manifest error be conclusive evidence thereof against the Company

18. **WAIVER**

- 18.1 No delay or omission of the Chargee in exercising any right power or privilege hereunder shall impair such right power or privilege or be construed as a waiver of such right power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right power or privilege The rights and remedies of the Chargee herein provided are cumulative and not exclusive of any rights or remedies provided by law

- 18.2 A waiver given or consent granted by the Chargee under this legal charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given

19. **INVALIDITY**

If at any time any one or more of the provisions of this legal charge is or becomes invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby

20. **DELEGATION**

The Chargee 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 the Chargee under this legal charge to any person or persons which it shall think fit

21. **REDEMPTION OF PRIOR CHARGES**

The Chargee may at any time following the security constituted by this legal charge becoming enforceable redeem any and all prior Encumbrances on or relating to the Property or any part thereof or procure the transfer of such Encumbrances to itself and may settle and pass the accounts of the person or persons entitled to the prior Encumbrances. Any account so settled and passed shall be conclusive and binding on the Company

22. ASSIGNMENT

The Chargee may not assign all or any of its rights under this legal charge

23. NOTICES

23.1 Save as specifically otherwise provided in this legal charge any notice demand or other communication to be served under this legal charge may be served upon either party hereto only by posting by first class post or delivering the same or sending the same by telex or facsimile transmission to the party to be served at its address or telex or facsimile number shown immediately after its name on the signature page of this legal charge or at such other address or number in the United Kingdom as it may from time to time notify in writing to the other party

23.2 A notice or demand served by first class post shall be deemed duly served on the second business day after the date of posting and a notice or demand sent by telex or facsimile transmission shall be deemed to have been served at the time of transmission unless served after 5.00 p.m. London time in which case it will be deemed served at 9.00 a.m. on the following business day

23.3 In proving service of any notice it will be sufficient to prove in the case of a letter that such letter was properly stamped or franked first class addressed and placed in the post and in the case of a telex or facsimile transmission that such telex or facsimile was duly transmitted on a business day to a current telex or facsimile number of the addressee at the address referred to above

24. GOVERNING LAW AND JURISDICTION

24.1 This legal charge and any dispute controversy proceedings or claim of whatever nature arising out of or in any way relating to this legal charge or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law

24.2 Each party to this legal charge irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit action or proceedings and/or to settle any disputes which may arise out of or in any way relate to this legal charge or its formation (including any non-contractual disputes or claims) and for these purposes each party irrevocably submits to the exclusive jurisdiction of the courts of England

25. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this legal charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

IN WITNESS whereof this legal charge has been executed as a deed on the date first above written

SCHEDULE

Registered Land

County and District (or London Borough)	Address or Description	Title No.
Hertfordshire : Hertsmere	Land and buildings on the North Side of Elstree Way, Elstree as shown edged red on the plan at Annexure 1	HD75434
Hertfordshire : Hertsmere	Land on the North Side of Elstree Way, Elstree as shown edged red on the plan at Annexure 2	HD76221
Hertfordshire : Hertsmere	Land on the North Side of Elstree Way, Elstree as shown edged red on the plan at Annexure 3	HD117407
Hertfordshire : Hertsmere	Land on the North Side of Elstree Way, Borehamwood as shown edged red on the plan at Annexure 4	HD116462

ANNEXURE 1

Title plan for HD75434

HM Land Registry
Official copy of
title plan

Title number HD075434
Ordnance Survey map reference TQ28978E
Scale 1:1250
Administrative area Hertfordshire: Hartmann

This is an official copy of the title plan. It is not a map and should not be used for navigation. It is not a plan of the land and should not be used for planning purposes. It is not a plan of the land and should not be used for planning purposes.



This official copy issued on 18 January 2018 shows the state of the title plan on 18 January 2018 at 11:30:23. It is admissible in evidence to the same extent as the original (s.87 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by HM Land Registry, Durham Office.

ANNEXURE 2

Title plan for HD76221

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 05 January 2018 shows the state of this title plan on 05 January 2018 at 14:43:37. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Leicester Office .

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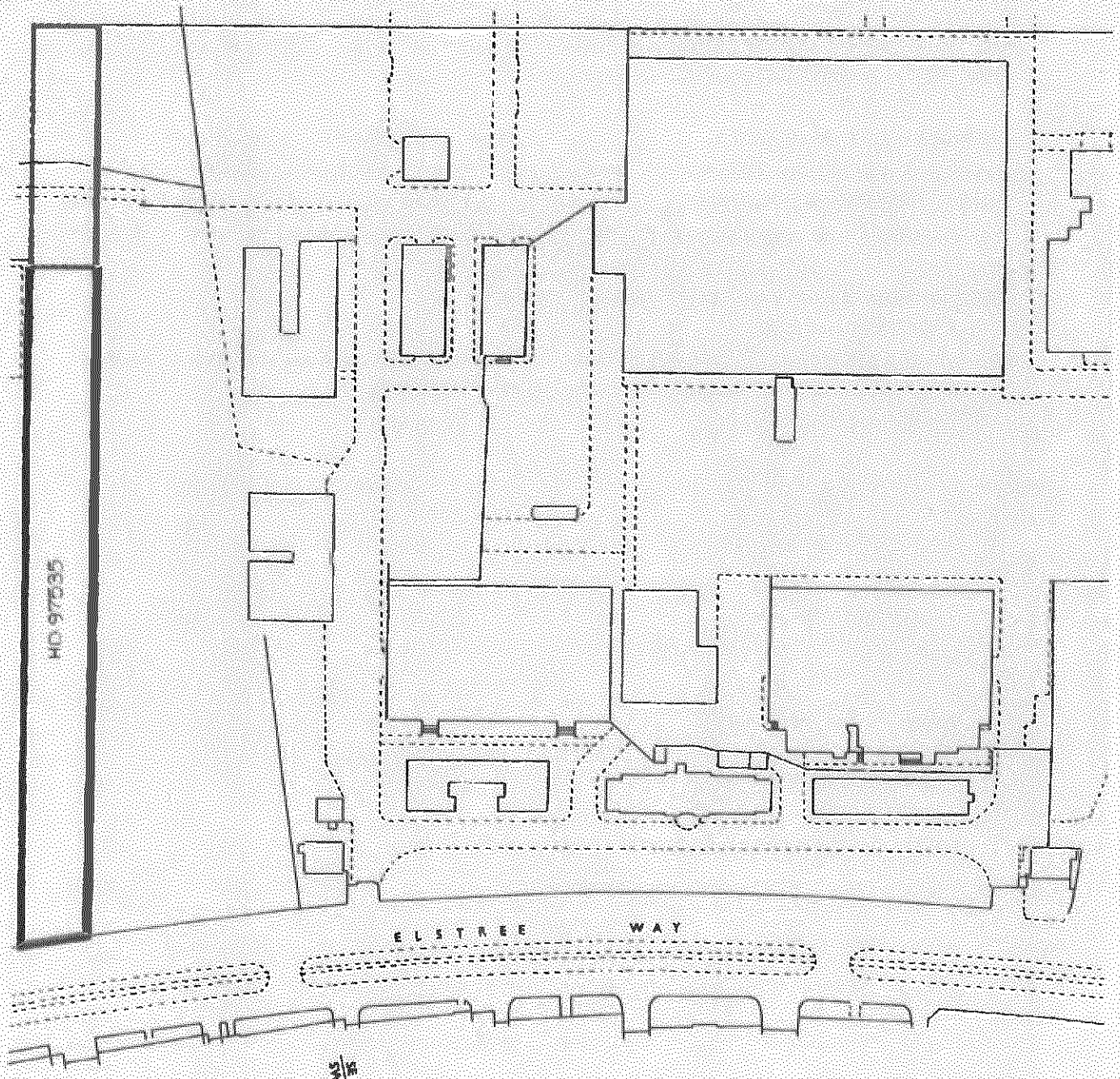
H. M. LAND REGISTRY

NATIONAL GRID PLAN
HERTFORDSHIRE
HERTSHERE DISTRICT

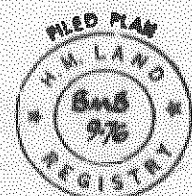
TQ 2097

Scale 1/1250

ELSTREE PARISH



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TITLE No. HD 76221

ANNEXURE 3

Title plan for HD117407

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H. M. LAND REGISTRY

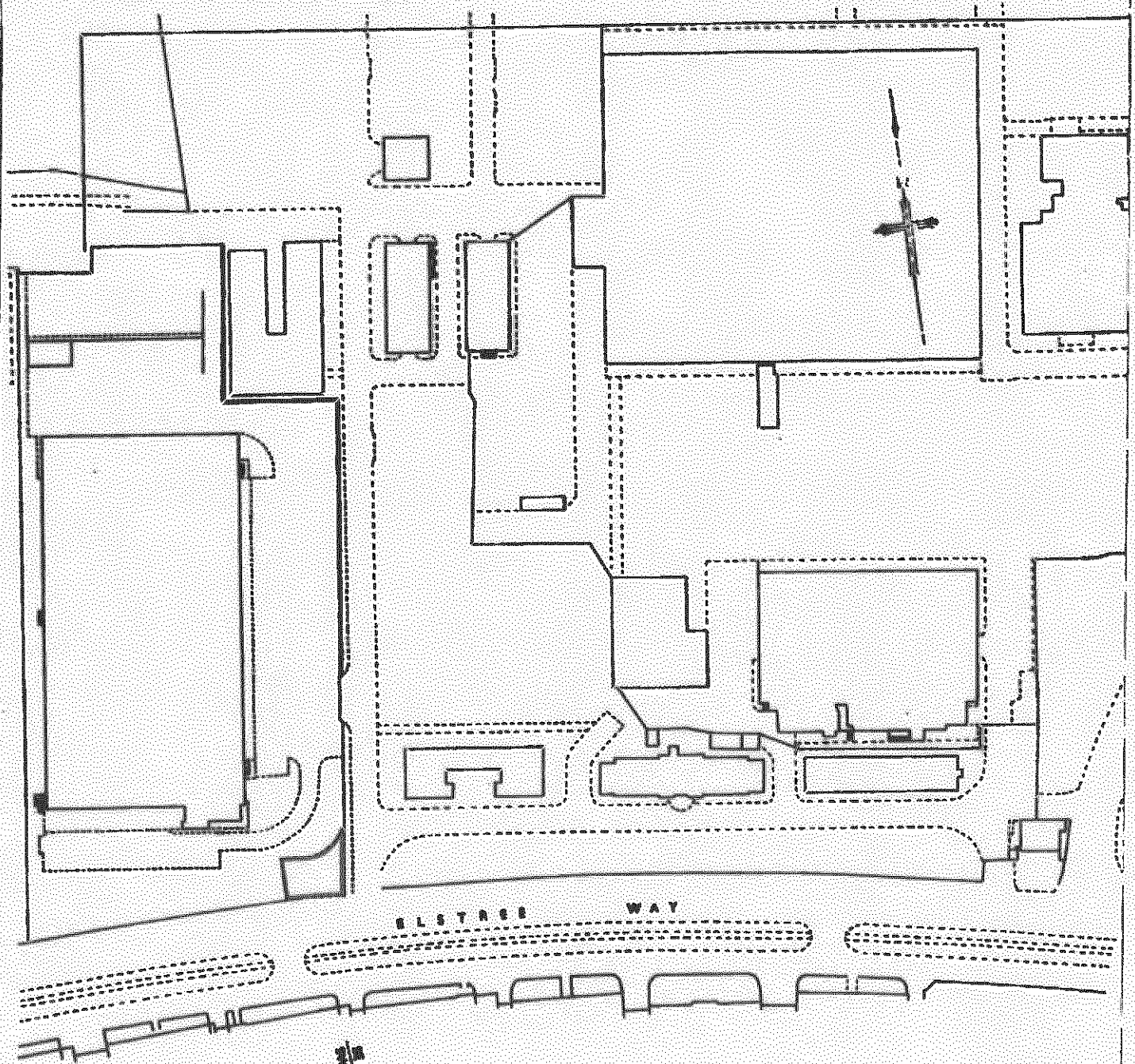
NATIONAL GRID PLAN
HERTFORDSHIRE
HERTFORDSHIRE DISTRICT

TQ 2097

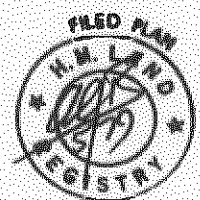
Scale 1/1250

The boundaries shown by dotted lines have been plotted from the transfer plan. The L.R. plan may be updated from later survey information.

ELSTREE PARK



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TITLE No. HD 117407

ANNEXURE 4

Title plan for HD116462

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The electronic official copy of the title plan follows this message.

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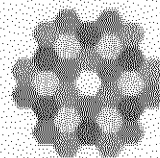
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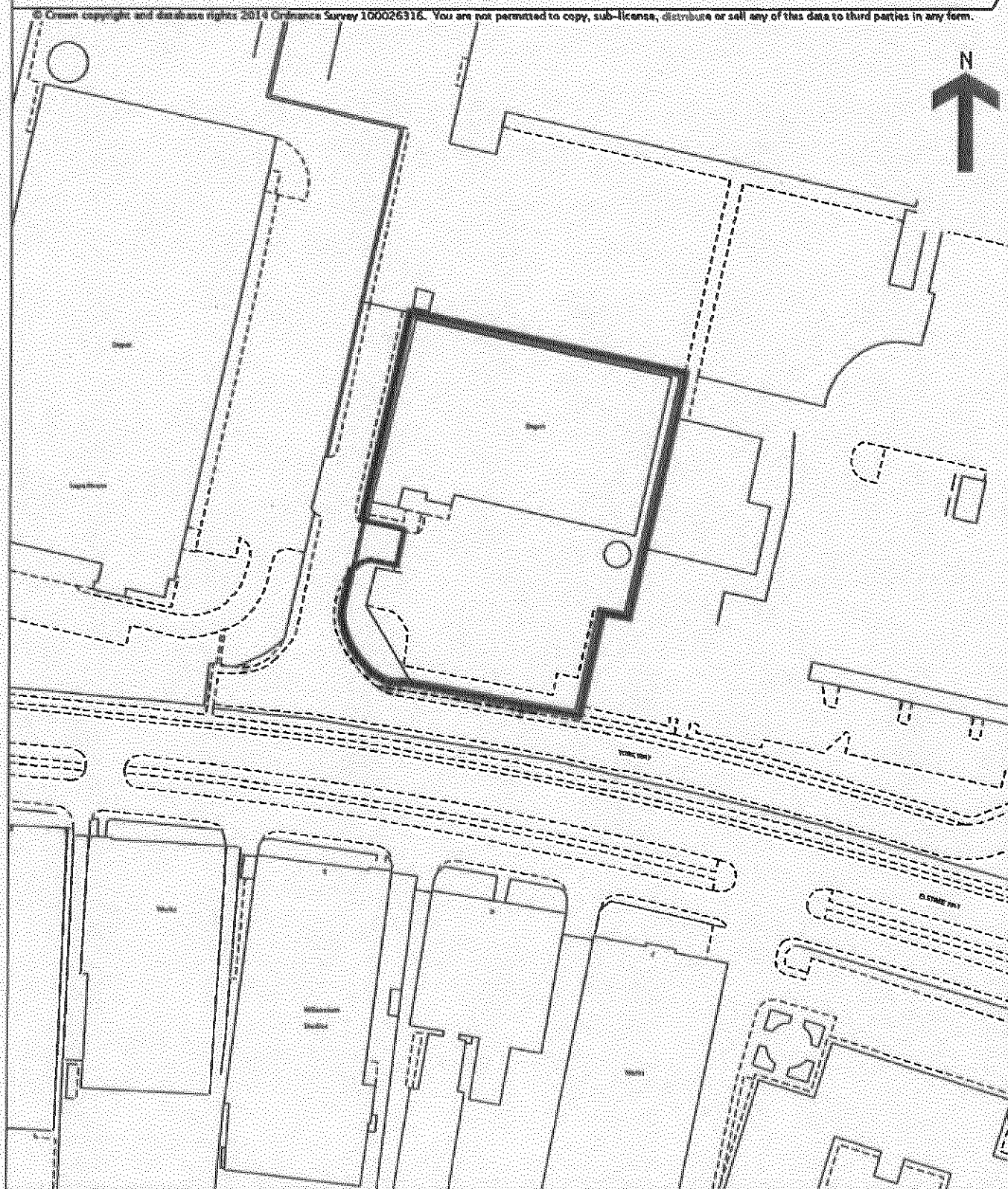
This title is dealt with by the HM Land Registry, Leicester Office .

HM Land Registry
Official copy of
title plan

Title number **HD116462**
Ordnance Survey map reference **TQ20975E**
Scale **1:1250**
Administrative area **Hertfordshire : Hertsmere**



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Signed as a deed by those named below as attorneys for)
Sainsbury's Supermarkets Ltd)
both in the presence of :)

Signature of authorised signatory

Name of authorised signatory C. P. TEMPLEMAN .

Signature of authorised signatory

Name of authorised signatory JEAN CLEGG /

Executed as a deed by **LU UK V S.Á R.L.**,
a company incorporated in Luxembourg,
acting by _____ who,
in accordance with the laws of that territory,
is acting under the authority of the company

Signature in name of company

Signature(s): _____

Authorised Signatory