



Registration of a Charge

Company name: **T (PARTNERSHIP) LIMITED**

Company number: **03436754**



X9KHIT7T

Received for Electronic Filing: **23/12/2020**

Details of Charge

Date of creation: **21/12/2020**

Charge code: **0343 6754 0003**

Persons entitled: **HSBC UK BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS BRADGATE MALL, BEAUMONT LEYS SHOPPING CENTRE, LEICESTER, LE4 1DE REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS LT281124 AND LT320572.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MACFARLANES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3436754

Charge code: 0343 6754 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2020 and created by T (PARTNERSHIP) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2020 .

Given at Companies House, Cardiff on 29th December 2020

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**

Security Deed of Accession

This Deed is made on 21 December 2020

Between

- (1) **Supermarket Income Investments UK Limited** (registered in England with number 10871563 for itself and for the Chargors (**Company**));
- (2) the companies listed in schedule 1 to this Deed (each an **Acceding Chargor** and together the **Acceding Chargors**); and
- (3) **HSBC UK Bank plc** as security trustee for the Secured Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a security agreement dated 15 September 2020 between, inter alia, the Company, the Chargors and the Security Agent (**Security Agreement**).
- (B) Each Acceding Chargor has also entered into an amendment agreement to the Facility Agreement on or about the date of this Security Deed of Accession under which each Acceding Chargor appoints the Company as its agent on the terms set out in such amendment agreement.
- (C) It is intended that this Deed take effect as a deed notwithstanding that any party may execute it under hand.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Security Agreement have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor or its Subsidiaries including those listed in schedule 3 (*Subsidiary Shares*) to this Deed.

1.2 Interpretation

Clauses 1.2 (*Interpretation*), 1.3 (*Third party rights*), 1.4 (*Administration*) and 1.5 (*Incorporated terms*) of the Security Agreement are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargors

2.1 Accession

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

2.2 **Covenant to pay**

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

2.3 **Charging provisions**

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

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

2.4 **First legal mortgages**

Each Acceding Chargor charges by way of first legal mortgage the properties described in schedule 2 (*Properties*) to this Deed owned by it and, in each case, all Premises and Fixtures owned by it on each of the Properties.

2.5 **Assignments**

- (a) Each Acceding Chargor assigns:
 - (i) the agreements to which it is a party described in schedule 4 (*Relevant Agreements*) to this Deed; and
 - (ii) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies to which it is a party.

2.6 **First fixed charges**

Each Acceding Chargor charges by way of first fixed charge:

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

- (f) all book and other debts due to it and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (g) all monies from time to time standing to the credit of each Blocked Account;
- (h) all monies from time to time standing to the credit of each account held by each Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (i) all its Intellectual Property;
- (j) all its goodwill and uncalled capital;
- (k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (l) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

2.7 **Floating charge**

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

2.8 **Qualifying floating charge**

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

3 **Consent of existing charging companies**

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

4 **Security power of attorney**

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which each Acceding Chargor is obliged to take under this Deed or the Security Agreement but which each Acceding Chargor has not taken. Each Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4 provided such acts were not carried out by the relevant attorney with gross negligence, fraud, or in default of the provisions of this Deed or Security Agreement.

5 **Notices**

Each Acceding Chargor confirms that its address details for notices in relation to clause 22 (*Notices*) of the Security Agreement are as follows:

Address: The Scalpel, 18th Floor, 52 Lime Street, London, England, EC3M 7AF

Email: contact@atratocapital.com

Attention: Company Secretary

6 Counterparts

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

7 Governing law and jurisdiction

Clauses 30 and 31 of the Security Agreement shall be incorporated in this Deed as if set out here in full but so that references to the Security Agreement shall be construed as references to this Deed.

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

Schedule 1**The Acceding Chargors**

Company name	Registered Number	Registered Address
TPP Investments Limited	04843814	The Scalpel 18th Floor 52 Lime Street London EC3M 7AF
T (Partnership) Limited	03436754	The Scalpel 18th Floor 52 Lime Street London EC3M 7AF

Schedule 2**Properties**

Acceding Chargor	Property Description	Title Number(s)
TPP Investments Limited (as partner of The TBL Property Partnership) (company number 04843814)	The freehold property known as Bradgate Mall, Beaumont Leys Shopping Centre, Leicester LE4 1DE registered under title numbers LT281124 and LT320572	LT281124 and LT320572
T (Partnership) Limited (as partner of The TBL Property Partnership) (company number 03436754)		

Schedule 3

Subsidiary Shares

Intentionally left blank.

Schedule 4**Relevant Agreements**

Sale and purchase agreement relating to the acquisition of the entire issued share capital of TPP Investments Limited and T (Partnership) Limited dated 13 November 2020 between, amongst others, the Company as buyer, BL Superstores Holding Company Limited and British Land (Joint Ventures) Limited as sellers, Gardenray Limited and Caymall Limited as transferors, Union Property Holdings (London) Limited as guarantor

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Security Agent

HSBC UK BANK PLC

By:



S/Ambs Mury

Company

Executed as a deed by)
Supermarket Income Investments UK)
Limited acting by a director)
In the presence of: *JON AUSTEN*) Signature of Director

Witness:

Signature:

Name (BLOCK CAPITALS):

Address:

Acceding Chargors

Executed as a deed by)
TPP Investments Limited acting by a director)
In the presence of: *JON AUSTEN*)
Signature of Director

Witness:

Signature:

Name (BLOCK CAPITALS):

Address:

Executed as a deed by)
T (Partnership) Limited acting by a director)
In the presence of: *JON AUSTEN*)
Signature of Director

Witness:

Signature:

Name (BLOCK CAPITALS):

Address: