



**Registration of a Charge**

Company name: **PERFORMANCE RETAIL (NOMINEE) LIMITED**

Company number: **05481303**



X85J5FPK

Received for Electronic Filing: **15/05/2019**

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**Details of Charge**

Date of creation: **10/05/2019**

Charge code: **0548 1303 0007**

Persons entitled: **WELLS FARGO BANK, N.A., LONDON BRANCH (AS SECURITY AGENT)**

Brief description: **THE LAND WITHIN TITLE NUMBER ESX41430 SHOWN NUMBERED 21, 22, 29, 32, 79, 86 AND 87 IN MAUVE ON THE TITLE PLAN TO TITLE NUMBER ESX41430 APPENDED TO THE INSTRUMENT.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by:

**ALLEN & OVERY LLP**



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

Company number: 5481303

Charge code: 0548 1303 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2019 and created by PERFORMANCE RETAIL (NOMINEE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2019 .

Given at Companies House, Cardiff on 16th May 2019

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

## **SUPPLEMENTAL SECURITY AGREEMENT**

**DATED** \_\_\_\_10 May\_\_\_\_ **2019**

**BETWEEN**

**PERFORMANCE RETAIL LIMITED PARTNERSHIP**  
(as a Chargor)

**AND**

**PERFORMANCE RETAIL (GENERAL PARTNER) LIMITED**  
(as a Chargor)

**AND**

**PERFORMANCE RETAIL (NOMINEE) LIMITED**  
(as a Chargor)

**AND**

**WELLS FARGO BANK, N.A., LONDON BRANCH**  
(as Security Agent)

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**THIS DEED** is dated 10 May 2019 and is made

**BETWEEN:**

- (1) **PERFORMANCE RETAIL (GENERAL PARTNER) LIMITED**, a private limited liability company incorporated in England and Wales and registered with company number 05481408, as general partner of the limited partnership carrying on business under the name of **PERFORMANCE RETAIL LIMITED PARTNERSHIP** and being registered in England and Wales as a limited partnership under the Limited Partnership Act 1907 with registration number LP10573 (the **Borrower**);
- (2) **PERFORMANCE RETAIL (GENERAL PARTNER) LIMITED**, a private limited liability company incorporated in England and Wales and registered with company number 05481408 (the **GP**);
- (3) **PERFORMANCE RETAIL (NOMINEE) LIMITED**, a private limited liability company incorporated in England and Wales and registered with company number 05481303 (the **Nominee** and, together with the Borrower and the GP, the **Chargors**); and
- (4) **WELLS FARGO BANK, N.A., LONDON BRANCH**, as security trustee for the Secured Parties (as defined in the Facility Agreement, defined below) (the **Security Agent**).

**BACKGROUND:**

- (A) Under an English law governed security agreement dated 1 June 2017 between, among others, the Chargors and the Security Agent (the **Original Debenture**), each Chargor charged by way of first legal mortgage, first fixed charge and assignment by way of security certain of its assets as security for the payment and satisfaction of all of the Secured Liabilities (as defined in the Facility Agreement, defined below).
- (B) In accordance with the Facility Agreement (as defined below), the Chargors have acquired interest in property and, accordingly, the Chargors have agreed to enter into this Deed in connection with the Facility Agreement (as defined below).
- (C) This Deed is supplemental to the Original Debenture.
- (D) It is intended that this document takes effect as a deed, notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

**Facility Agreement** means the £58,000,000 facility agreement dated 31 May 2017 (as amended and/or restated from time to time) between, among others, the Chargors and the Security Agent.

**Party** means a party to this Deed.

## 1.2 Construction

- (a) Capitalised terms defined in the Original Debenture have the same meaning in this Deed, unless otherwise expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) to 1.4 (*Third party rights*) (inclusive) of the Facility Agreement apply to this Deed with all necessary linguistic modifications and as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Any reference in this Deed to:
  - (i) a **Finance Document** or any other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
  - (ii) **this Security** means any security created by this Deed;
  - (iii) any **asset** or **assets**, unless expressly stated otherwise, includes present and future properties, revenues and rights of every description; and
  - (iv) this Security having become enforceable is a reference to the Security having become enforceable pursuant to clause 10.1 (*Event of Default*) of the Original Debenture.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent (acting reasonably) considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is created over present and future assets of the Chargors;
  - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

### **2.2 Land**

- (a) Each Chargors charges:
  - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property specified in Schedule 1 (*Real Property*); and
  - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### **2.3 Confirmation**

Each Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Security Agent by way of first fixed charge the assets relating to the property specified in Schedule 1 (*Real Property*) and referred to in clauses 3.2(a) (*Land*), 3.3 (*Investments*), 3.5 (*Plant and machinery*), 3.6 (*Credit balances*), 3.7 (*Book debts etc.*), 3.8(b) (*Insurances*), 3.9(a)(ii) (*Other contracts*), 3.9(b) (*Other contracts*) and 3.10 (*Miscellaneous*) of the Original Debenture; and
- (b) it has assigned to the Security Agent by way of security the assets relating to the property referred to in clauses 3.8(a) (*Insurances*) and 3.9(a)(i) (*Other contracts*) of the Original Debenture.

## **3. INCORPORATION**

The provisions of clauses 2 (*Confirmation of authority*), 4 (*Restrictions on dealings*), 5 (*Land*) and 10 (*When security becomes enforceable*) to 19 (*Release*) (inclusive) of the Original

## EXECUTION VERSION

Debenture are deemed to be incorporated in full into this Deed, with all necessary linguistic modifications as if they were set out in full in this Deed.

### **4. CONTINUATION**

- (a) Except insofar as supplemented by this Deed, the Original Debenture will remain in full force and effect.
- (b) References in the Original Debenture to **this Deed** and expressions of similar import are deemed to be references to the Original Debenture as supplemented by this Deed and to this Deed.
- (c) This Deed is designated a Security Document.

### **5. GOVERNING LAW**

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

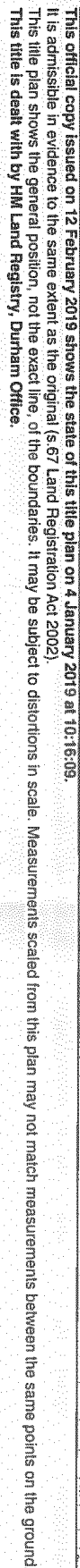
**THIS DEED** has been entered into and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1**  
**REAL PROPERTY**

The land within title number ESX41430 shown numbered 21, 22, 29, 32, 79, 86 and 87 in mauve on the title plan to title number ESX41430 appended hereto.

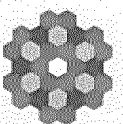
**APPENDIX 1**

**TITLE PLAN**



# HM Land Registry Supplementary plan

Title number **ESX41430**  
Ordnance Survey map reference **TV6199SW**  
Scale **1:1250**  
Administrative area **East Sussex: Eastbourne**



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**Supplementary plan no.1.**

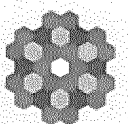


**GROUND LEVEL**

This 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.



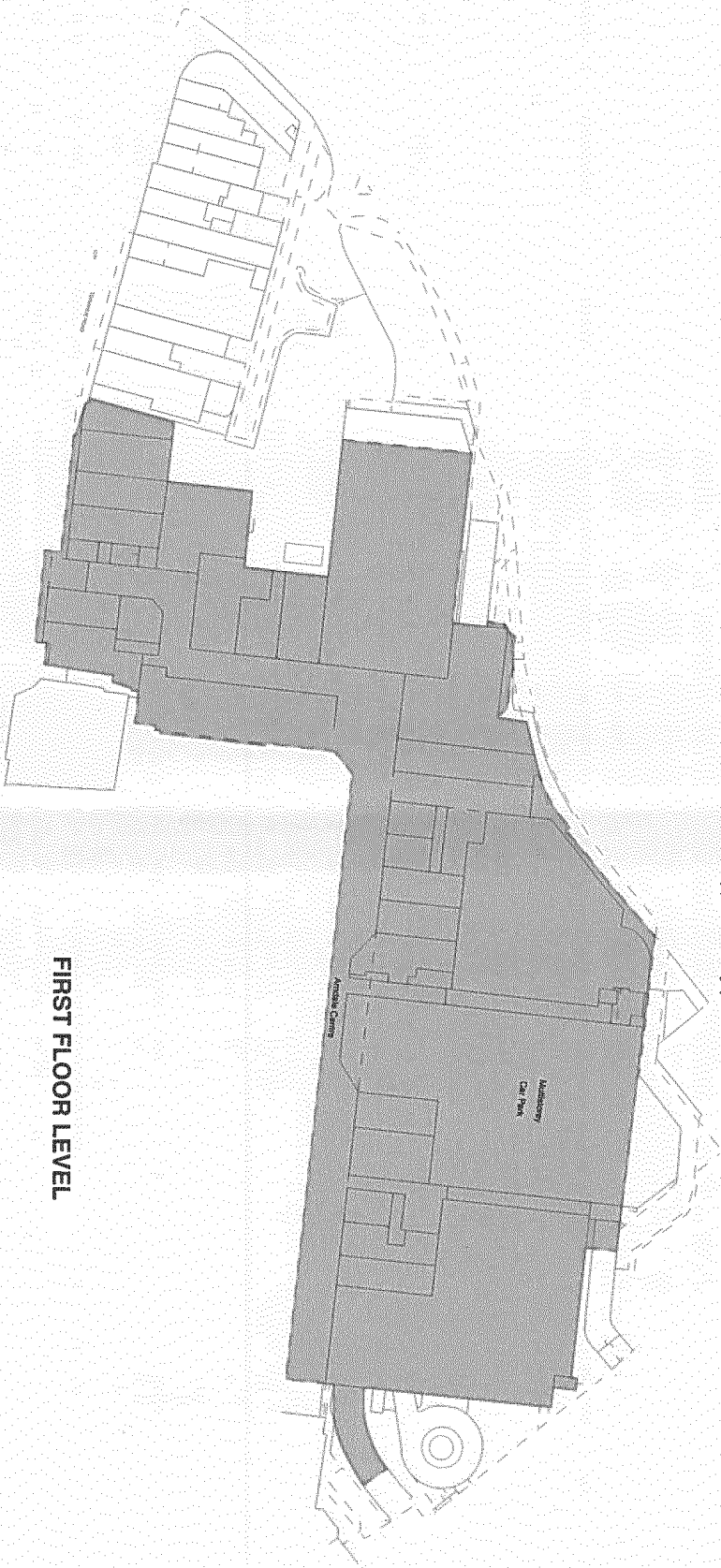
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# HM Land Registry Supplementary plan

Title number **ESX41430**  
Ordnance Survey map reference **TV6199SW**  
Scale **1:1250**  
Administrative area **East Sussex: Eastbourne**

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**Supplementary plan no.2.**

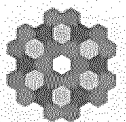


**FIRST FLOOR LEVEL**

This 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.



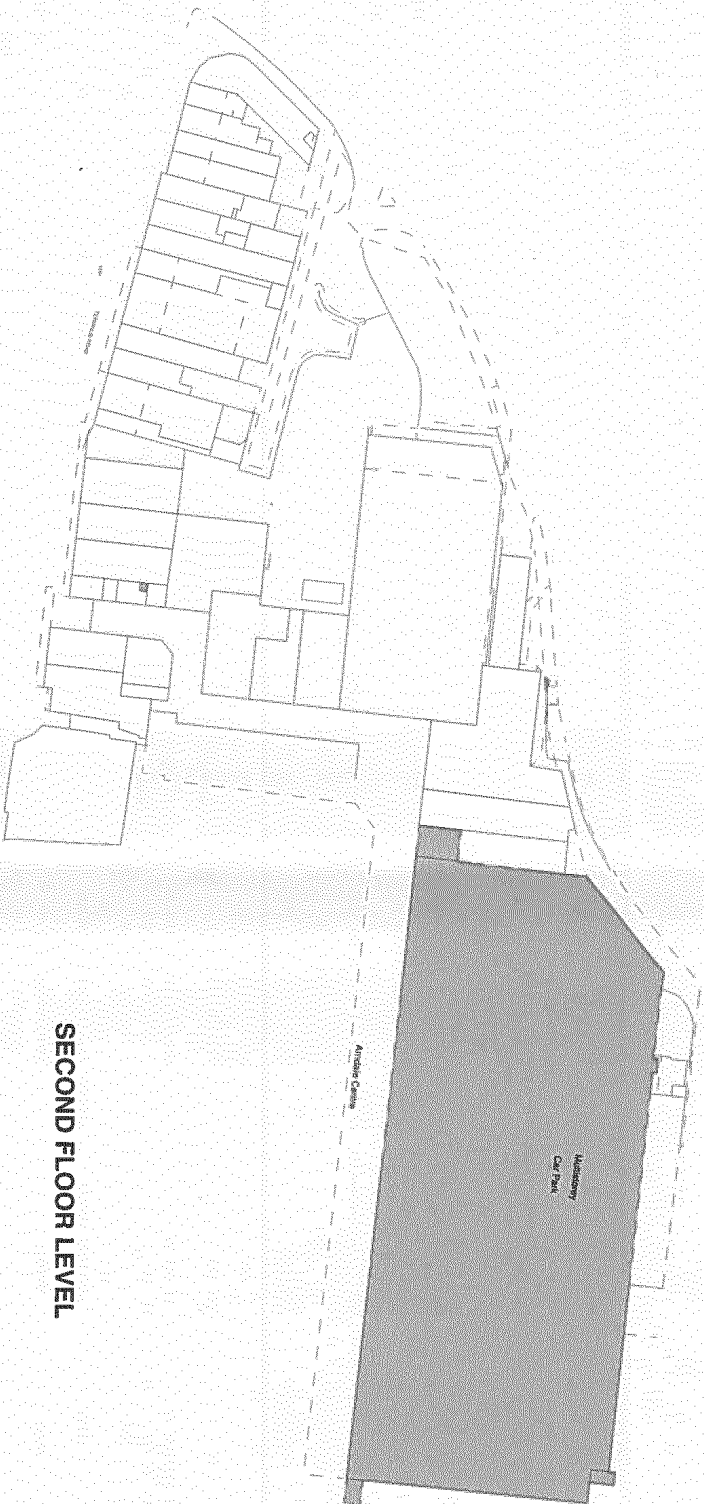
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# HM Land Registry Supplementary plan

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Ordnance Survey map reference **TV6199SW**  
Scale **1:1250**  
Administrative area **East Sussex: Eastbourne**

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Supplementary plan no.3.

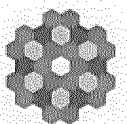


**SECOND FLOOR LEVEL**

This 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.



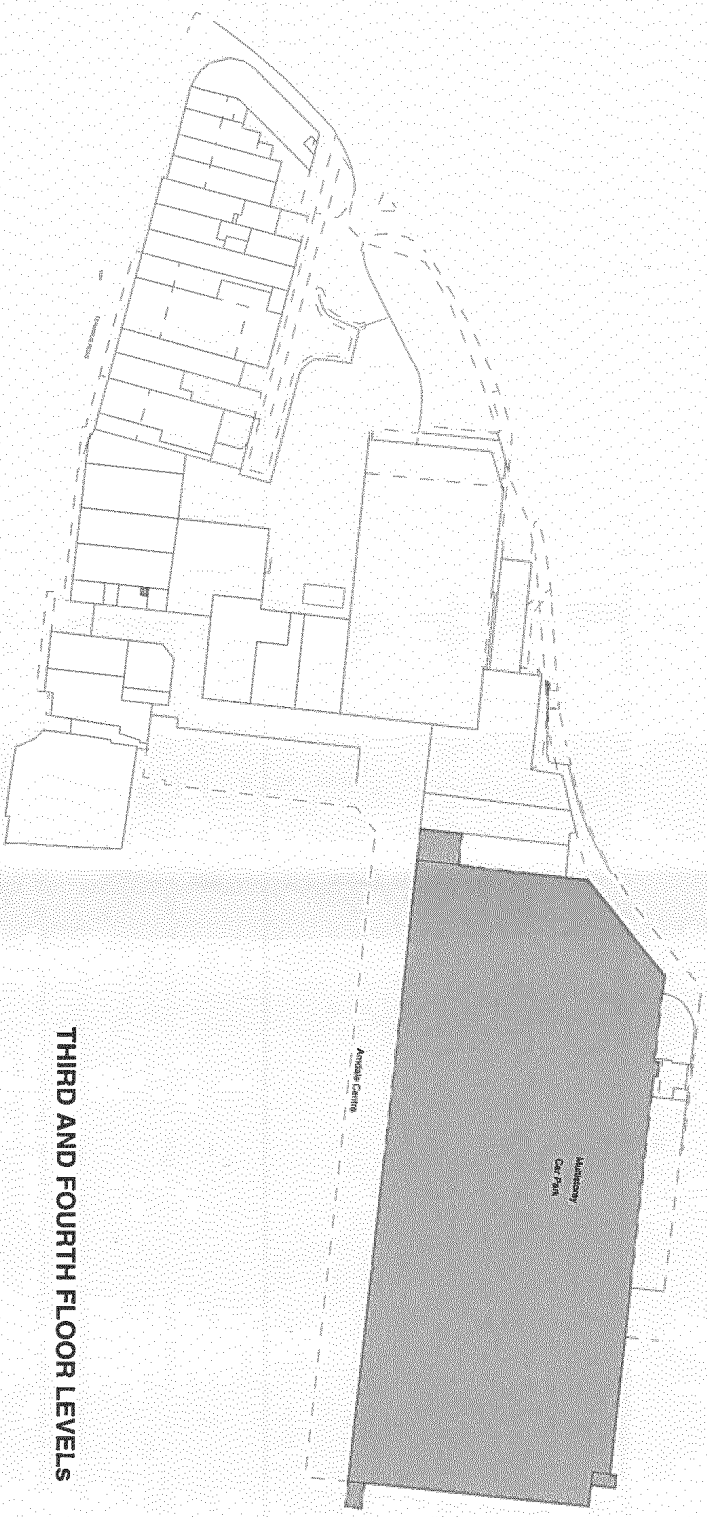
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# HM Land Registry Supplementary plan

Title number **ESX41430**  
Ordnance Survey map reference **TV6199SW**  
Scale **1:1250**  
Administrative area **East Sussex: Eastbourne**

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Supplementary plan no.4.



## THIRD AND FOURTH FLOOR LEVELS

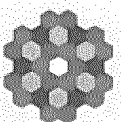
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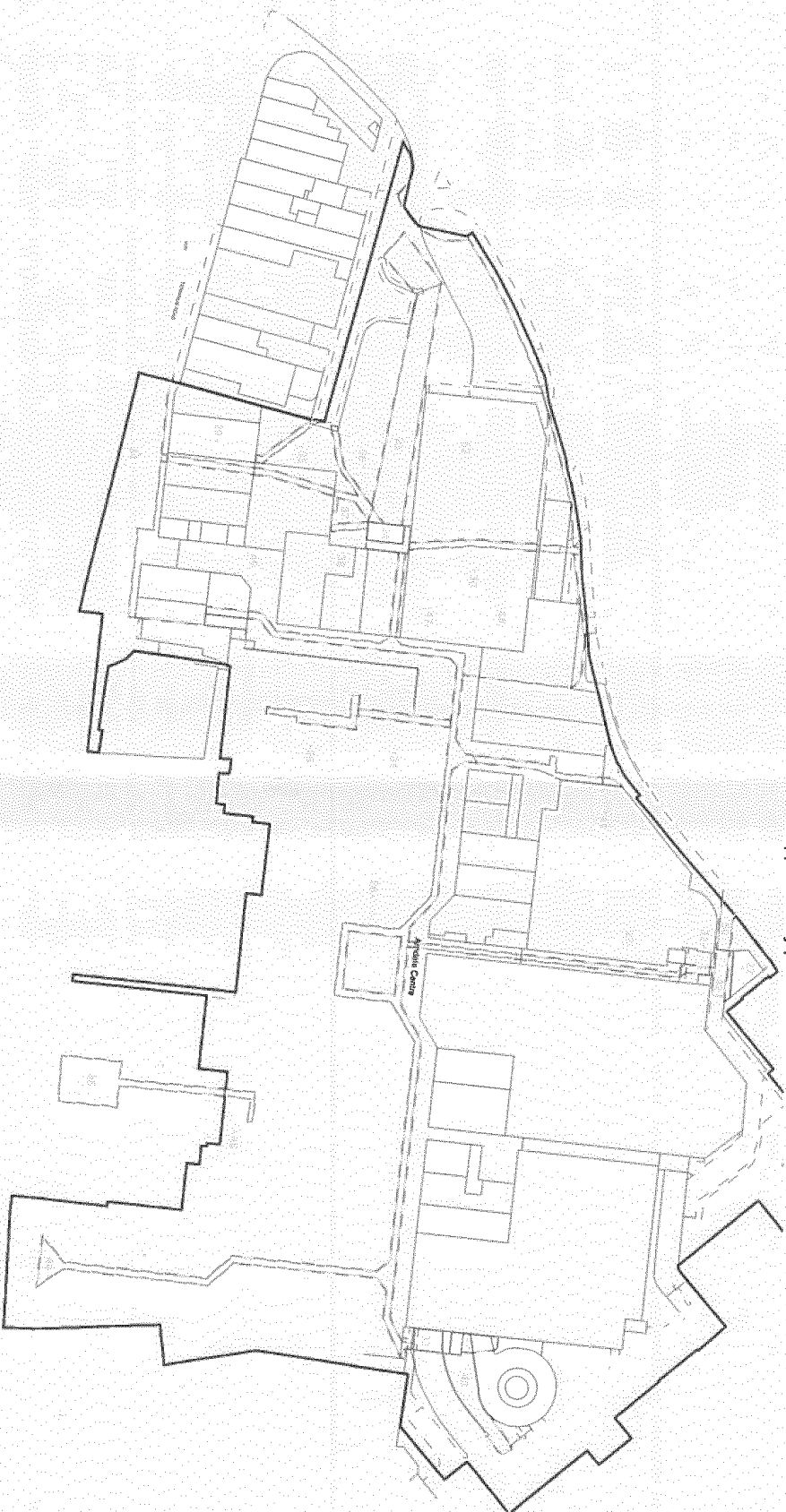
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# HM Land Registry Supplementary plan

Title number **ESX41430**  
Ordnance Survey map reference **TV6199SW**  
Scale **1:1250**  
Administrative area **East Sussex: Eastbourne**



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**Supplementary plan no.6**



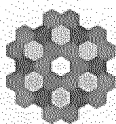
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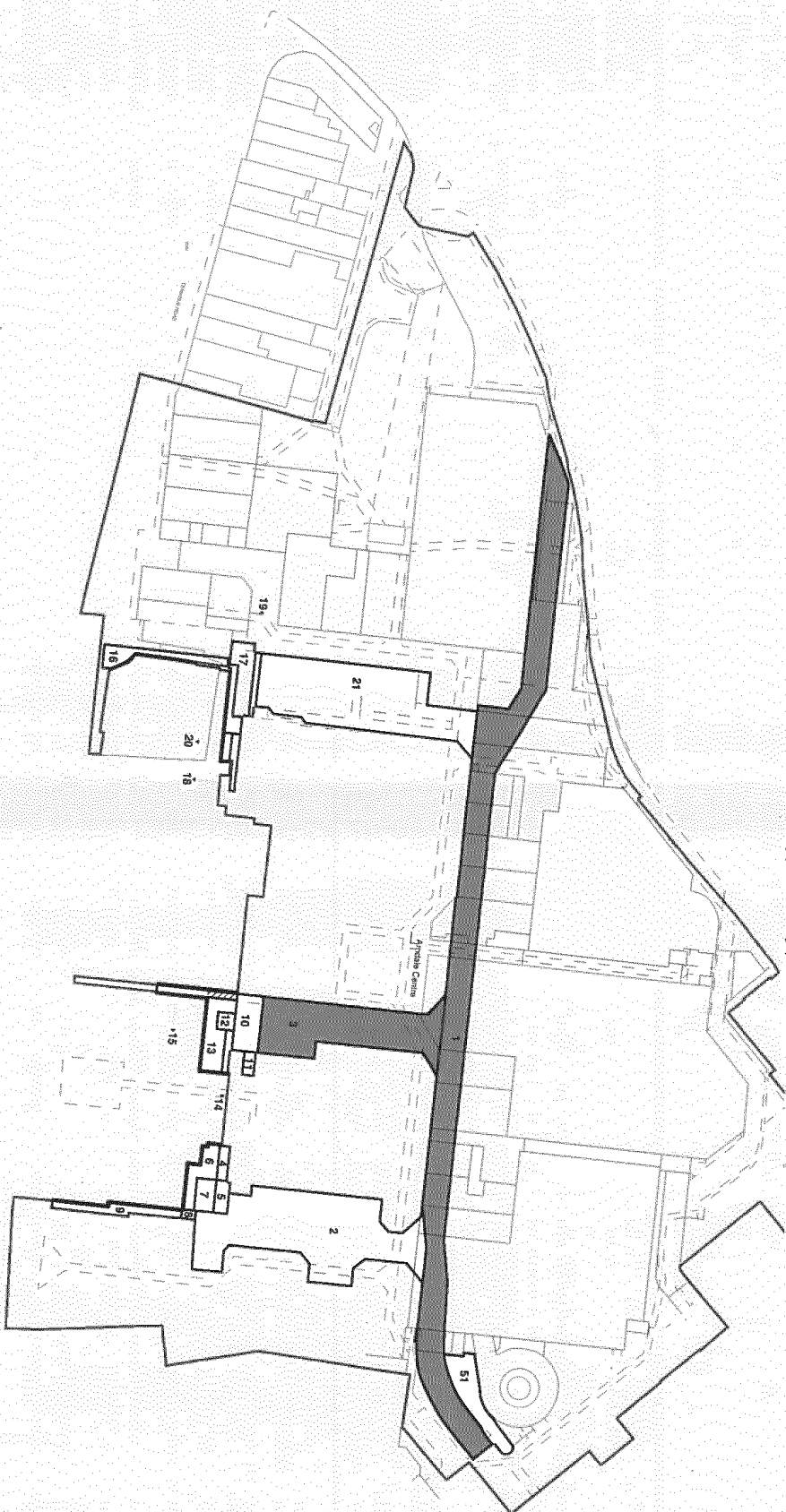
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# HM Land Registry Supplementary plan

Title number **ESX41430**  
Ordnance Survey map reference **TV6199SW**  
Scale **1:1250**  
Administrative area **East Sussex: Eastbourne**



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**Supplementary plan no. 7.**



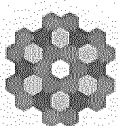
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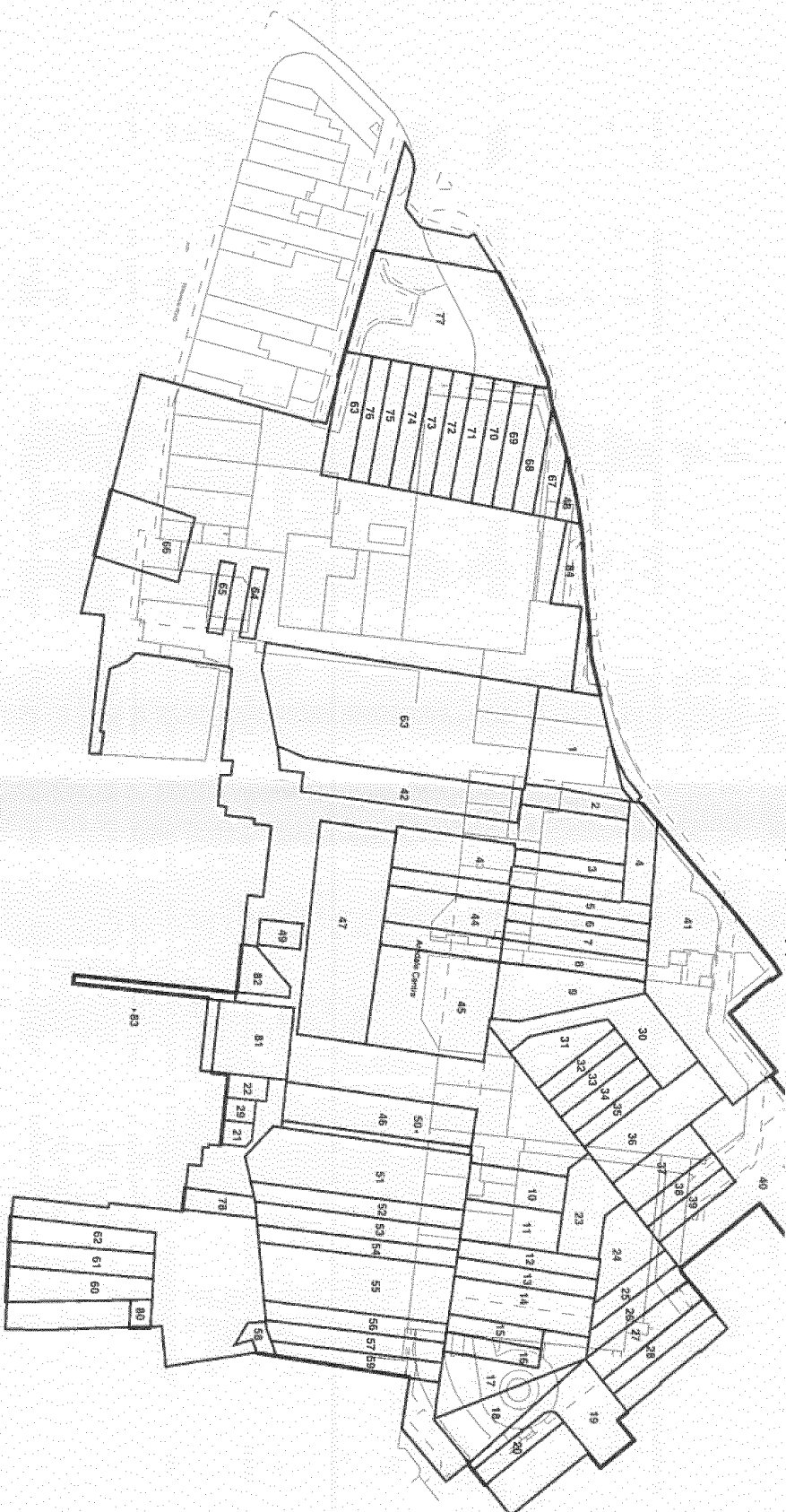
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# HM Land Registry Supplementary plan

Title number **ESX41430**  
Ordnance Survey map reference **TV6199SW**  
Scale **1:1250**  
Administrative area **East Sussex: Eastbourne**



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Supplementary plan no.5.



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0957002009

SIGNATORIES

**Chargors**

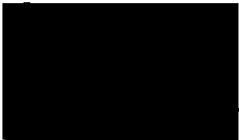
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PERFORMANCE RETAIL )  
LIMITED PARTNERSHIP )  
acting by its general partner )  
PERFORMANCE RETAIL )  
(GENERAL PARTNER) LIMITED )  
acting by )



ANDREW BANKS .....  
Director (*print*)

In the presence of:

**Witness**

Signature:  .....

Name (*print*): GRANT WOODALL .....

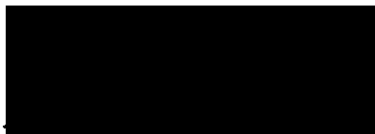
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LONDON .....

EC2R 5AA .....

EXECUTION VERSION

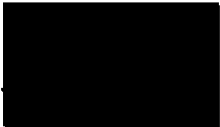
EXECUTED AS A DEED by )  
PERFORMANCE RETAIL )  
(GENERAL PARTNER) LIMITED )  
acting by )



ANDREW BANKS  
Director (print)

In the presence of:

Witness

Signature: 

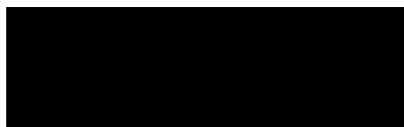
Name (print): GRANT WOODALL

Address: ONE COLEMAN STREET

LONDON

EC2R 5AA


EXECUTED AS A DEED by )  
PERFORMANCE RETAIL )  
(NOMINEE) LIMITED )  
acting by )



ANDREW BANKS  
Director (print)

In the presence of:

Witness

Signature: 

Name (print): GRANT WOODALL

Address: ONE COLEMAN STREET

LONDON

EC2R 5AA

EXECUTION VERSION

**Security Agent**

EXECUTED as a DEED by  
**WELLS FARGO BANK, N.A., LONDON BRANCH,**  
a company incorporated in the USA, acting by

**TIM BIBB**

who, in accordance with the laws of that territory,  
is acting under the authority of the company

Signature in name of company:

**WELLS FARGO BANK, N.A., LONDON BRANCH**

Signature:

A large black rectangular box redacting the signature of the authorised signatory.

(Authorised signatory)