



Registration of a Charge

Company name: **EG GROUP LIMITED**

Company number: **09826582**



X8H2L5XV

Received for Electronic Filing: **28/10/2019**

Details of Charge

Date of creation: **21/10/2019**

Charge code: **0982 6582 0010**

Persons entitled: **BARCLAYS BANK PLC, 1 CHURCHILL PL, CANARY WHARF, LONDON E14 5HP AS SECURITY AGENT.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9826582

Charge code: 0982 6582 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2019 and created by EG GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th October 2019 .

Given at Companies House, Cardiff on 29th October 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**

REAFFIRMATION AGREEMENT dated as of October 21, 2019 (as amended, supplemented or otherwise modified from time to time, this “Agreement”), among EG America, LLC, EG Retail (America), LLC, Mini Mart, Inc., Minit Mart LLC, Quik Stop Markets, Inc., TH Minit Markets LLC (collectively, the “Grantors” and each a “Grantor”), EG Group Limited (the “Pledgor” and, together with the Grantors, the “Reaffirming Parties” and each a “Reaffirming Party”) and the Security Agent (as defined below).

Reference is made to that certain Intercreditor Agreement dated February 6, 2018 (as amended, supplemented or otherwise modified from time to time, including by each of the Initial Accession Deed and the Additional Accession Deed referred to below, the “Intercreditor Agreement”) between, *inter alia*, EG Group Limited as the Company, Barclays Bank PLC as security agent (the “Security Agent”) and Barclays Bank PLC as senior agent. Capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to them in the Intercreditor Agreement;

WHEREAS, certain of the Reaffirming Parties have entered into that certain Accession Deed, dated as of May 13, 2019 (the “Initial Accession Deed”), pursuant to which the Reaffirming Parties and the other guarantors party thereto acceded to the Intercreditor Agreement;

WHEREAS, each Grantor and the Security Agent have entered into that certain Pledge and Security Agreement, dated as of May 13, 2019 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which each Grantor granted security interests in certain Collateral (as defined in the Security Agreement) to secure the Secured Obligations (the “Collateral Security Interests”);

WHEREAS, the Pledgor and the Security Agent have entered into that certain Pledge Agreement, dated as of May 13, 2019 (as amended, supplemented or otherwise modified from time to time, the “Pledge Agreement”), pursuant to which the Pledgor granted security interests in certain Collateral (as defined in the Pledge Agreement) to secure the Secured Obligations (the “Pledge Security Interests” and, together with the Collateral Security Interests, the “Security Interests”);

WHEREAS, EG Global Finance plc, a public limited company incorporated under the laws of England and Wales with company number 11894311 (the “Issuer”), the Pledgor as Parent to the Issuer, and the several initial purchasers party thereto (the “Initial Purchasers”) have entered into that certain Purchase Agreement, dated as of October 11, 2019 (as amended, supplemented or otherwise modified from time to time, including by the Accession Agreement referred to below, the “Purchase Agreement”), relating to the sale to the Initial Purchasers of \$635,000,000 aggregate principal amount of 8.50% Senior Secured Notes due 2025 (the “Dollar Notes”) and €700,000,000 aggregate principal amount of 6.25% Senior Secured Notes due 2025 (the “Euro Notes” and, together with the Dollar Notes, the “Notes”) by the Issuer;

WHEREAS, the Notes were issued pursuant to an Indenture dated as of October 21, 2019 (as amended, supplemented or otherwise modified from time to time, including by the Supplemental Indenture referred to below, the “Indenture”), by and among the Issuer, the Pledgor as Parent of the Issuer, Deutsche Trustee Company Limited as trustee (the “Trustee”), and the Security Agent;

WHEREAS, each Grantor has executed and delivered an Accession Agreement to the Purchase Agreement dated as of October 21, 2019 (the “Accession Agreement”), pursuant to which each Grantor acceded to the Purchase Agreement;

WHEREAS, each Grantor, the other guarantors party thereto, the Trustee and the Security Agent have entered into that certain Supplemental Indenture, dated as of October 21, 2019 (the “Supplemental Indenture”), pursuant to which each Grantor will guarantee the obligations under the Notes;

WHEREAS, the Trustee has entered into that certain Accession Deed, dated as of October 21, 2019 (the “Additional Accession Deed”), pursuant to which the Trustee acceded to the Intercreditor Agreement;

WHEREAS, the Pledgor, EG America, LLC and EG Finco Limited, have entered into that certain Additional Revolving Facility Notice dated as of October 22, 2019 (the “Additional Revolving Facility Notice”), delivered pursuant to that certain Senior Facilities Agreement dated 6 February, 2018 (as amended and restated on 11 April, 2018 and as further amended, supplemented or otherwise modified from time to time, the “Facilities Agreement”) among, *inter alios*, the Pledgor, EG Finco Limited and the Security Agent, pursuant to which an Additional Revolving Facility (as defined in the Additional Revolving Facility Notice) will be established;

WHEREAS, each Reaffirming Party expects to realize, or has realized, substantial direct and indirect benefits as a result of (i) the issuance of the Notes, (ii) the accession to the Purchase Agreement, the execution and delivery of the Supplemental Indenture and the entry into the Additional Revolving Facility Notice, in each case, by the parties thereto and (iii) the consummation of the transactions contemplated by the Purchase Agreement and the Indenture;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I

REAFFIRMATION

(a) Each of the Reaffirming Parties hereby unconditionally and irrevocably ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under the Security Agreement, the Pledge Agreement, the Indenture, the Purchase Agreement, the Facilities Agreement, the Initial Accession Deed and the Intercreditor Agreement (collectively, the “Reaffirmed Documents”) and (b) (i) each of the

Grantors ratifies and reaffirms each of its grants of Collateral Security Interests previously made by it pursuant to the Security Agreement (ii) the Pledgor ratifies and reaffirms its grant of Pledge Security Interests previously made by it pursuant to the Pledge Agreement, and each Reaffirming Party confirms that such Security Interests are not impaired or adversely affected in any manner whatsoever and continue to have full force and effect, in each case after giving effect to the transactions contemplated by the Notes, the Indenture, the Additional Revolving Facility Notice and the Supplemental Indenture (the “Transaction Documents”), to secure the Secured Obligations and (c) ratifies and reaffirms its guarantee of the Secured Obligations (including, for the avoidance of doubt, the obligations under the Notes and the Additional Revolving Facility) pursuant to the Indenture and the Intercreditor Agreement and confirms that such guarantee is not impaired or adversely affected in any manner whatsoever and continues to have full force and effect, in each case after giving effect to the transactions contemplated by the Transaction Documents.

SECTION II

REPRESENTATIONS AND WARRANTIES

Each of the Reaffirming Parties hereby represents and warrants as of the date hereof that this Agreement has been duly executed and delivered by each Reaffirming Party and constitutes a legally valid, authorized and binding obligation of such Reaffirming Party, enforceable against such Reaffirming Party in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors’ rights generally or by equitable principles relating to enforceability). Each of the Reaffirming Parties further confirms that each Debt Document to which it is a party is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects.

SECTION III

MISCELLANEOUS

SECTION 3.1 Notices. All notices and other communications hereunder shall be given in accordance with Clause 25 (*Notices*) of the Intercreditor Agreement.

SECTION 3.2. Choice of Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the state of New York.

SECTION 3.3. Consent to Jurisdiction; Consent to Service of Process.

(a) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any US Federal or New York State court sitting in the Borough of Manhattan, in the City of New York (or any appellate court therefrom) over any suit, action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of any such action or proceeding shall (except as

permitted below) be heard and determined in such New York State or, to the extent permitted by applicable requirements of law, federal court. Each of the parties hereto agrees that service of any process, summons, notice or documents by registered mail addressed to such Person shall be effective service of process against such Person for any suit, action or proceeding brought in any such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable requirements of law. Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any such court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable requirements of law, any claim or defense of an inconvenient forum to the maintenance of such action, suit or proceeding in any such court. Each party hereto agrees that the Security Agent and the Secured Parties retain the right to bring proceedings against any Reaffirming Party in the courts of any other jurisdiction solely in connection with the exercise of any rights in respect of the Collateral (as defined in the Security Agreement or the Pledge Agreement, as applicable) under this Agreement.

(b) To the extent permitted by applicable requirements of law, each party to this Agreement hereby irrevocably waives personal service of any and all process upon it and agrees that all such service of process may be made by registered mail (or any substantially similar form of mail) directed to it at its address for notices as provided for in Clause 25 (*Notices*) of the Intercreditor Agreement. Each party to this Agreement hereby waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any action or proceeding commenced hereunder that service of process was invalid and ineffective. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable requirements of law.

SECTION 3.4. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, LEGAL PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 3.5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall

constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tiff” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 3.6. No Novation. Neither this Agreement nor the execution, delivery or effectiveness of any other Transaction Document shall extinguish the obligations for the payment of money outstanding under the Intercreditor Agreement, any Debt Document, or discharge, release or otherwise impair the Secured Obligations of any of the Reaffirming Parties or priority of any Security Interests. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Intercreditor Agreement, any Debt Document, any Reaffirmed Document or any documents or instruments securing the same, which shall remain in full force and effect, as amended, restated or otherwise modified hereby and any documents or instruments executed concurrently herewith or therewith. Nothing implied by this Agreement, the Transaction Documents or in any other document contemplated hereby or thereby shall be construed as a release or other discharge of a Reaffirming Party under the Intercreditor Agreement or any other Debt Document.

(signature pages follow)

IN WITNESS WHEREOF, each Reaffirming Party, for the benefit of the Secured Parties (as defined in the Intercreditor Agreement), have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

EG GROUP LIMITED

By:

Name: Infraan Patel

Title: Secretary

EG AMERICA, LLC

By: 

Name: Nick Unkovic

Title: General Counsel, North America, VP of Human
Resources & Assistant Secretary


EG RETAIL (AMERICA), LLC

By: 

Name: Nick Unkovic

Title: General Counsel, North America, VP of Human
Resources & Assistant Secretary

MINI MART, INC.

By: 

Name: Nick Unkovic

Title: General Counsel, North America, VP of Human Resources
& Assistant Secretary

MINIT MART LLC

By: 

Name: Nick Unkovic

Title: General Counsel, North America, VP of Human
Resources & Assistant Secretary

QUIK STOP MARKETS, INC.

By: 

Name: Nick Unkovic

Title: General Counsel, North America, VP of Human Resources
& Assistant Secretary

TH MINIT MARKETS LLC

By: 

Name: Nick Unkovic

Title: General Counsel, North America, VP of Human Resources
& Assistant Secretary

By executing below, each party acknowledges and agrees to this Agreement and further acknowledges receipt of a copy of this Agreement executed by each of the Reaffirming Parties.

BARCLAYS BANK PLC
as Security Agent

By: 

Name: SHANE DEMREY

Title: ASP