Company name: SAINSBURY'S SUPERMARKETS LTD
Company number: 03261722

Received for Electronic Filing: 19/10/2017

Details of Charge

Date of creation: 17/10/2017
Charge code: 0326 1722 0026
Persons entitled: HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
Brief description: BATH ODD DOWN FROME ROAD, BATH BA2 5RF BIDDULPH WHARF ROAD, STOKE ON TRENT ST8 6AJ BIRKENHEAD 342A WOODCHURCH ROAD, BIRKENHEAD CH42 8PQ, FOR MORE DETAILS, PLEASE REFER TO THE SCHEDULE IN THE 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 3261722

Charge code: 0326 1722 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2017 and created by SAINSBURY'S SUPERMARKETS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2017.

Given at Companies House, Cardiff on 23rd October 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006.
DATED 17 October 2017

SAINSBURY'S SUPERMARKETS LTD
(REGISTERED NO. 03261722)
AS THE CHARGOR

IN FAVOUR OF

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
AS THE SECURITY AGENT

SUPPLEMENTAL SECURITY AGREEMENT
RELATING TO AN ORIGINAL DEED OF MORTGAGE AND
ASSIGNMENT OF RENTS
DATED 05 MAY 2015 (AS SUPPLEMENTED BY A FIRST
SUPPLEMENTAL MORTGAGE ON 18 NOVEMBER 2015)
THIS SUPPLEMENTAL SECURITY AGREEMENT is made by way of deed on 17 October 2017 by:

(1) SAINSBURY’S SUPERMARKETS LTD (registered number 03261722) (the "Chargor") in favour of:

(2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED as trustee for each of the Secured Parties (the "Security Agent").

RECITALS:

(A) The Lenders made a revolving credit facility available to the Company pursuant to the Original Facility Agreement (each as defined in the Amended Agreement).

(B) Pursuant to the Original Security Agreement (as defined below) the Chargor created security over the Charged Property and Assigned Rights in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations.

(C) The Lenders have agreed to amend the Original Facility Agreement as set out in the Amendment Agreement (as defined below).

(D) The Chargor wishes to confirm the existing security created pursuant to the Original Security Agreement and grant security over the Charged Assets in respect of its obligations to the Lenders as amended by the Amendment Agreement.

(E) This Supplemental Security Agreement is supplemental to the Original Security Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined

In this Supplemental Security Agreement:

"Amendment Agreement" means the amendment and restatement agreement dated 17 October 2017 relating to a facility agreement dated 5 May 2015 (as amended and restated on 18 March 2016 and further amended on 15 May 2017) between, amongst others, the Company and the Facility Agent.

"Amended Agreement" has the meaning given to that term in the Amendment Agreement.

"Charged Property" means, in relation to the Chargor, all its rights, title and interests from time to time in and to the freehold or leasehold properties in England and Wales (and all buildings and Fixtures from time to time on those properties), in each case, as described in the Schedule (Charged Property).
"Original Security Agreement" means the deed of mortgage and assignment of rents dated 05 May 2015 (as supplemented by a first supplemental mortgage on 18 November 2015) granted by the Chargor in favour of the Security Agent.

"Original Security" has the meaning given to the term "Security" in the Original Security Agreement.

"Secured Obligations" means all Senior Liabilities and all Subordinated Liabilities (as defined in the Intercreditor Agreement).

“Security” means all or any of the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to this Supplemental Security Agreement.

"Security Period" means the period beginning on the date of this Supplemental Security Agreement and ending on the date on which the Security Agent shall release, reassign or discharge (as appropriate) the Charged Assets from the Security in accordance with clause 16.1 (Final Redemption) of the Original Security Agreement.

1.2 Terms defined in Original Security Agreement

Unless defined in this Supplemental Security Agreement, or the context otherwise requires, a term defined in the Original Security Agreement has the same meaning in this Supplemental Security Agreement, or in any notice given under or in connection with this Supplemental Security Agreement, as if all references in those defined terms to the Original Security Agreement were a reference to this Supplemental Security Agreement or that notice.

1.3 Application of provisions in Original Security Agreement

Clauses 1.2 (Incorporation of defined terms) to 1.6 (Intercreditor Agreement) (inclusive), 4.1 (Title deeds), 6 (Further assurance) and Clauses 9 (Enforcement) to 22 (Enforcement) (inclusive) of the Original Security Agreement are deemed to form part of this Supplemental Security Agreement as if expressly incorporated into it and as if all references in those clauses to the Original Security Agreement were references to this Supplemental Security Agreement.

1.4 Fixed Security

Clauses 4.1 (Mortgage) to 4.2 (Assignment by way of Security) shall be construed as creating a separate and distinct mortgage or assignment by way of security over each relevant asset within any particular class of assets defined under this Supplemental Security Agreement and the failure to create an effective mortgage or assignment by way of security (whether arising out of this Supplemental Security Agreement or any act or omission by any party) over any one asset shall not affect the nature of any mortgage or assignment imposed on any other asset whether within that same class of assets or not.

1.5 Original Security Agreement

It is agreed that this Supplemental Security Agreement is supplemented to the Original Security Agreement and, except insofar as supplemented by this
Supplemental Security Agreement, the Original Security Agreement shall remain in full force and effect.

1.6 Finance Document

This Supplemental Security Agreement is a Finance Document.

2. COVENANT TO PAY

The Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security constituted by or pursuant to this Supplemental Security Agreement is:

(a) created with full title guarantee;

(b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Security Agreement and the Security created by or pursuant to it on trust for the Secured Parties; and

(c) continuing security for the payment and discharge of all the Secured Obligations.

3.2 Supplemental Security

All the Security created by or pursuant to Clause 4 (Supplemental Security) is created in addition and without prejudice to the security confirmation contained in clause 3.4 (Confirmation of Security) of the Amendment Agreement and without prejudice but subject only to the Original Security.

4. SUPPLEMENTAL SECURITY

4.1 Mortgage

The Chargor charges, by way of first legal mortgage, the Charged Property.

4.2 Assignment by way of Security

The Chargor assigns and agrees to assign absolutely (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (Mortgage) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same) all of its right, title and interest from time to time in and to the Assigned Rights.
5. **IMPLIED COVENANTS FOR TITLE**

(a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Fixed Security*).

(b) It shall be implied in respect of Clause 4 (*Supplemental Security*) that the Chargor is disposing of the Charged Assets free of any Security Interests, except those (i) created by or under the Finance Documents; (ii) to which the Majority Lenders have provided their prior written consent; or (iii) as disclosed in the Certificates of Title.

6. **NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

The Chargor will not at any time during the Security Period create or permit to subsist any Security Interest over any Charged Assets, except as permitted by the Finance Documents.

7. **FURTHER ADVANCES**

Subject to the terms of the Finance Documents, each Lender (as defined in the Amended Agreement) is under an obligation to make future advances to the Debtors and that obligation will be deemed to be incorporated in this Supplemental Security Agreement as if set out in this Supplemental Security Agreement.

8. **EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Security Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Supplemental Security Agreement.

9. **GOVERNING LAW**

This Supplemental Security Agreement and all non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS SUPPLEMENTAL SECURITY AGREEMENT** has been executed as, and is intended to take effect as, a deed by the Chargor and has been signed by the Security Agent on the date written on the first page of this Supplemental Security Agreement.
<table>
<thead>
<tr>
<th>No.</th>
<th>Property Address</th>
<th>Country</th>
<th>Freehold/Leasehold</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>BATH ODD DOWN - Frome Road, Bath BA2 5RF</td>
<td>England</td>
<td>Freehold</td>
</tr>
<tr>
<td>2.</td>
<td>BIDDULPH - Wharf Road, Stoke On Trent ST8 6AJ</td>
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<td>3.</td>
<td>BIRKENHEAD - 342a Woodchurch Road, Birkenhead CH42 8PQ</td>
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<td>4.</td>
<td>BOGNOR REGIS - Shripney Road, Bognor Regis PO22 9FB</td>
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<td>5.</td>
<td>BRADFORD ON AVON - Elm Cross Shopping Centre, Bradford-on-Avon BA15 2AZ</td>
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<td>6.</td>
<td>BRIDGNORTH - Whitburn Street, Bridgnorth WV16 4QN</td>
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<td>Type</td>
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<td>CARLISLE - Church Street, Carlisle CA2 5TF</td>
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<td>8</td>
<td>CHEADLE - Wilmslow Road, Cheadle SK8 3BB</td>
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<td>CRAYFORD - Stadium Way, Dartford DA1 4HW</td>
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<td>10</td>
<td>DALSTON - Dalston Cross Shopping Centre, London E8 2LX</td>
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<td>DAWLISH - Exeter Road, Dawlish EX7 OSB</td>
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<td>12</td>
<td>DEWSBURY - Railway Street, Dewsbury WF12 8EB</td>
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<td>Freehold</td>
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<td>13</td>
<td>EASTLEIGH - Leigh Road, Eastleigh SO50 9FH</td>
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<td>14</td>
<td>FALMOUTH - Ponsyarden, Falmouth TR11 2RZ</td>
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<td>GLOUCESTER</td>
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<td>Leasehold</td>
</tr>
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<td>Address</td>
<td>Country</td>
<td>Tenure</td>
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<td>16.</td>
<td>GODALMING - Woolsack Way, Godalming GU7 1LQ</td>
<td>England</td>
<td>Freehold</td>
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<td>17.</td>
<td>GRANTHAM - London Road, Grantham NG31 6HJ</td>
<td>England</td>
<td>Leasehold</td>
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<td>18.</td>
<td>HEATON PARK - Heaton Park Road, Manchester M9 OQS</td>
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<td>Freehold</td>
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<td>19.</td>
<td>HEDGE END - Hedge End Retail Park, Hedge End SO30 2UH</td>
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<td>Leasehold</td>
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<td>KENILWORTH - 60-66 Warwick Road, Kenilworth CV8 1HH</td>
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<td>Freehold</td>
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<td>KILN LANE EPSOM - Kiln Lane, Epsom KT17 1EQ</td>
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<td>22.</td>
<td>KINGS LYNN HARDWICK ROUNDABOUT - Scania Way, Kings Lynn, PE30 4LR</td>
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</tr>
<tr>
<td></td>
<td>Address</td>
<td>Country</td>
<td>Ownership Type</td>
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<tr>
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</tbody>
</table>
|23.| LEWISHAM -
   Unit 33, Lewisham Centre,
   London SE13 7EP           | England | Leasehold      |
|24.| LONGRIDGE -
   Inglewhite Road,
   Preston PR3 2NA           | England | Freehold       |
|25.| LOUGHTON -
   Old Station Road,
   Loughton IG10 4PE         | England | Freehold       |
|26.| LUTON -
   34 Dunstable Road,
   Luton LU1 1DY             | England | Leasehold      |
|27.| MANSFIELD -
   Nottingham Road,
   Mansfield NG18 1BW       | England | Freehold       |
|28.| MARKET HARBOROUGH -
   St Mary's Place, Market
   Harbour LE16 7DR          | England | Freehold       |
|29.| MILDEHNALL -
   Recreation Way,
   Mildenhall IP28 7HG      | England | Leasehold      |
|30.| MORECAMBE -
   253 Lancaster Road,
   Morecambe LA4 5TJ        | England | Freehold       |
|31.| NESTON -
   Brook Street, Neston    | England | Leasehold      |
<table>
<thead>
<tr>
<th></th>
<th>Address</th>
<th>Country</th>
<th>Ownership</th>
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</thead>
<tbody>
<tr>
<td>32.</td>
<td>NEWBURY PARK - King George Avenue, Ilford IG2 7SH</td>
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<td>Freehold</td>
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<td>33.</td>
<td>NEWPORT - Albany Street, Newport NP20 5NJ</td>
<td>England</td>
<td>Freehold</td>
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<td>34.</td>
<td>NORTHWICH - Venables Road, Northwich CW9 5RT</td>
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<td>Freehold</td>
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<td>35.</td>
<td>PENZANCE - Eastern Green, Penzance, Cornwall TR18 3AP</td>
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<td>Freehold</td>
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<td>36.</td>
<td>PERTON - 1 Anders Square, Wolverhampton WV6 7QH</td>
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<td>Freehold</td>
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<td>37.</td>
<td>POCKLINGTON - The Balk, York YO42 2GG</td>
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<td>38.</td>
<td>PONTYPRIDD - Brown Lennox Retail Park, Pontypridd CF37 4DA</td>
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<td>39.</td>
<td>SCARBOROUGH - Falsgrave Road, Scarborough</td>
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<td>Freehold</td>
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<td></td>
<td>Address</td>
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<td>40.</td>
<td>SCUNTHORPE - Doncaster Road, Scunthorpe DN15 7DE</td>
<td>England</td>
<td>Freehold</td>
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<td>41.</td>
<td>SLOUGH UXBRIDGE ROAD - Uxbridge, Slough SL1 1SU</td>
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<td>42.</td>
<td>STREET Gravenchon Way, Street BA16 OHS</td>
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<td>Freehold</td>
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<td>43.</td>
<td>THETFORD - Forest Retail Park, Thetford IP24 3QL</td>
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<td>44.</td>
<td>URMSTON - Unit 24 Golden Way, Manchester M41 ONA</td>
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<td>Leasehold</td>
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<td>45.</td>
<td>WALTHAMSTOW - 112 High Street, London E17 7JY</td>
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<td>46.</td>
<td>WALTON ON THAMES - 53 New Zealand Avenue, Walton On Thames KT12 1AD</td>
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<td>47.</td>
<td>WESTHOUGHTON - Cricketers Way, Bolton BL5 3ZS</td>
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<td>Freehold</td>
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<td>48.</td>
<td>WHITBY - Stainsacre Lane, Whitby</td>
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<td>Freehold</td>
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<td>Address</td>
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<td>Type</td>
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</tbody>
</table>
|49.| **WHITCHURCH**  
London Road,  
Whitchurch SY13 1NJ | England | Freehold |
|50.| **WHITEHOUSE FARM**  
STOCKTON -  
Whitehouse Farm,  
Stockton-On-Tees  
TS19 0QB | England | Freehold |
|51.| **WILLESDEN GREEN**  
High Road, London  
NW10 2TD | England | Leasehold |
|52.| **WOMBOURNE**  
Heath Mill Road,  
Wolverhampton  
WV5 8AP | England | Freehold |
EXECUTION PAGE TO THE SUPPLEMENTAL SECURITY AGREEMENT

Chargor

EXECUTED AS A DEED BY )
SAINSBURY'S SUPERMARKETS LTD )
ACTING BY A DIRECTOR )
in the presence of: )

_____________________________ Signature of director
KEVIN O'BRIEN
Name of director

_____________________________ Signature of witness
NATALIE SHINTON
Name of witness

_____________________________ Occupation of witness
ELIANE TREASURER
Address of witness

SAINSBURY'S SUPERMARKETS LTD
29 Holborn
London EC1N 2HT
Security Agent
Without a Common Seal

EXECUTED as a DEED
by HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by
its attorney/director

[Signature]
Attorney/Director

Witnessed by:

[Signature]
Witness Name: Simon Lazarus
Witness Address: HSBC 8 Canada Square EC4 5HQ

Execution Page to the Supplemental Security Agreement