

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge on a company. To do this, use form MG01s

THURSDAY



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29/04/2010

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COMPANIES HOUSE

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Company details

Company number

0 6 9 6 9 5 3 1

Company name in full

TESCO ATRATO (NOMINEE 1) LIMITED

6

For official use

→ **Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d6 m0 m4 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Standard Security (the "Charge Document")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The payment and discharge of the Partnership Secured Obligations

Capitalised terms not otherwise defined in this Form MG01 are defined in the MG01- continuation page attached.

Continuation page

Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

Address 8 CANADA SQUARE, LONDON

Postcode E 1 4 5 H Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars ALL and WHOLE the tenant's interest in the Lease between Tesco Property Holdings Limited and Tesco Atrato (GP) Limited as general partner of The Tesco Atrato Limited Partnership relating to ALL and WHOLE the land and buildings known as Tesco Store at Dalrymple Street, Greenock being the subjects registered in the Land Register of Scotland under Title Number REN128086 (the "Security Subjects").

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature
X  X
PARTNER FOR TODS MURRAY LLP

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name IAIN WISHART

Company name Tods Murray LLP

Address Edinburgh Quay,

133 Fountainbridge

RMM.IAW.G00779.1006

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 A G

Country United Kingdom

DX DX ED58 Edinburgh

Telephone 0131 656 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

4	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>
Amount secured	<p>"Appointee" shall have the meaning given to that term in the Common Terms and Definitions Deed</p> <p>"Common Terms and Definitions Deed" means the common terms and definitions deed dated on or about 23 September 2009 and made between, amongst others, the General Partner, the Chargor and the Partnership Security Trustee</p> <p>"Chargors" means the Nominees each as trustees of the Partnership, in terms of a Declaration of Trust dated 23 September 2009 among (1) the Partnership, acting through its General Partner, (2) the Nominees, and (3) the Nominee Holdco</p> <p>"Depot Propco" means Tesco Atrato Depot Propco Limited, a limited liability company incorporated in England and Wales with registered number 6969533 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire, EN8 9SL</p> <p>"General Partner" means TESCO ATRATO (GP) LIMITED (registered number 6969536) whose registered office is at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL</p> <p>"Issuer" means TESCO PROPERTY FINANCE 2 PLC (registered number 07004310) whose registered office is at c/o Structured Finance Management Limited, 35 Great St Helen's, London, EC3A 6AP</p> <p>"Lease" means the lease between Tesco Property Holdings Limited and Tesco Atrato (GP) Limited as general partner of The Tesco Atrato Limited Partnership relating to ALL and WHOLE the land and buildings known as Tesco Store at Dalrymple Street, Greenock being the subjects registered in the Land Register of Scotland under Title Number REN128086</p> <p>"Liabilities" means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses or other liabilities whatsoever (including legal fees and penalties and any part of such item as represents any VAT, but excluding Tax imposed on, or calculated by reference to, that person's net income, profit or gains) incurred by that person or for which that person is legally liable and any awards, claims, demands, judgments, decrees, actions or proceedings made or taken against that person</p> <p>"Nominees" means together TESCO ATRATO (NOMINEE 1) LIMITED, a limited liability company incorporated under the Companies Acts in England and Wales with registered number 6969531 and having their registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire, England EN8 9SL and TESCO ATRATO (NOMINEE 2) LIMITED, a limited liability company incorporated under the Companies Acts in England and Wales with registered number 6969540 and having their registered office also at Tesco House, Delamare Road, Cheshunt, Hertfordshire, England EN8 9SL</p> <p>"Nominees Holdco" means TESCO ATRATO (NOMINEE HOLDCO) LIMITED (registered number 6969528) whose registered office is at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL</p> <p>"Partnership" means The Tesco Atrato Limited Partnership (UK LP013577), whose principal place of business is at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL</p> <p>"Partnership Loan Agreement" means the loan agreement dated 23 September 2009 entered into among inter alios the Partnership, the Chargors, the Issuer as lender and the Partnership Security Trustee (as the same may be varied, amended, supplemented, restated or novated in any way from time to time)</p> <p>"Partnership Secured Creditors" means</p> <ul style="list-style-type: none"> (a) the Partnership Security Trustee (for itself and for and on behalf of the Partnership Secured Creditors) and any Appointee of the Partnership Security Trustee and any Receiver appointed by it under any Partnership Security Document, (b) Finco (as defined in the Common Terms and Definitions Deed), (c) the Cash Manager (as defined in the Common Terms and Definitions Deed), (d) the Account Bank (as defined in the Common Terms and Definitions Deed), (e) the Nominees/Nominees Holdco Corporate Services Provider (as defined in the Common Terms and Definitions Deed), (f) the Depot Propco Corporate Services Provider (as defined in the Common Terms and Definitions Deed), (g) the Partnership Operator (as defined in the Common Terms and Definitions Deed), (h) the Property Pool Manager (as defined in the Common Terms and Definitions Deed), and (i) any other entity that accedes to the Partnership Security Documents from time to time in such capacity, and "Partnership Secured Creditor" means any of them <p>"Partnership Secured Obligations" means the aggregate of</p> <ul style="list-style-type: none"> (a) all present and future monies, obligations and Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which from time to time are or may become due, owing or payable by the Partnership to each, some or any of the Partnership Secured Creditors under the Partnership Transaction Documents, (b) all present and future monies, obligations and Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which from time to time are or may become due, owing or payable by the Nominees to each, some or any of the Partnership Secured Creditors under the Partnership Transaction Documents, (c) all present and future monies, obligations and Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which from time to time are or may become due, owing or payable by Nominees HoldCo to each, some or any of the Partnership Secured Creditors under the Partnership

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Transaction Documents,</p> <p>(d) all present and future monies, obligations and Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which from time to time are or may become due, owing or payable by the General Partner to each, some or any of the Partnership Secured Creditors under the Partnership Transaction Documents, and</p> <p>(e) all present and future monies, obligations and Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which from time to time are or may become due, owing or payable by Depot Propco to each, some or any of the Partnership Secured Creditors under the Partnership Transaction Documents</p> <p>"Partnership Security Documents" means each of the following</p> <p>(a) the Partnership Deed of Charge(as defined in the Partnership Loan Agreement),</p> <p>(b) the Nominees Deed of Charge,</p> <p>(c) the Nominees Holdco Deed of Charge,</p> <p>(d) the Depot Propco Deed of Charge,</p> <p>(e) the Scottish Security,</p> <p>(f) the Ranking Agreements,</p> <p>(g) the Partnership Power of Attorney,</p> <p>(h) the General Partner Power of Attorney,</p> <p>(i) the Nominees Powers of Attorney,</p> <p>(j) the Nominees Holdco Power of Attorney,</p> <p>(k) the Depot Propco Power of Attorney,</p> <p>(l) any other document or instrument granted in favour of the Partnership Security Trustee (on behalf of the Partnership Secured Creditors) creating or evidencing security for all or any part of the Partnership Secured Obligations,</p> <p>(each as defined in the Common Terms and Definitions Deed) and "Partnership Security Document" means any of them</p> <p>"Partnership Security Trustee" means HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (registered number 06447555) whose registered office is at 8 Canada Square, London E14 5HQ in its capacity as security trustee on behalf of the Partnership Secured Creditors and its successors and assignees</p> <p>"Partnership Transaction Documents" means</p> <p>(a) the Subscription Agreement,</p> <p>(b) the Partnership Finance Documents,</p> <p>(c) the Property Pool Documents,</p> <p>(d) the Nominees Side Letter,</p> <p>(e) the Nominees Holdco Side Letter,</p> <p>(f) the Partnership Operator Agreement,</p> <p>(g) the Partnership Agreement,</p> <p>(h) the General Partner Shareholders Agreement,</p> <p>(i) the Depot Propco Corporate Services Agreement,</p> <p>(j) the Nominees/Nominee Holdco Corporate Services Agreement,</p> <p>(k) the JPUT Trust Instrument,</p> <p>(l) the Equity SPA, and</p> <p>(m) and any other document designated as such by the Partnership and the Partnership Security Trustee,</p> <p>(each as defined in the Common Terms and Definitions Deed) and "Partnership Transaction Document" means each or any of them</p>	

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ **What this form is NOT for**
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1

Company details

Company number 0 6 9 6 9 5 3 1

Company name in full

TESCO ATRATO (NOMINEE 1) LIMITED (the "Company")

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date charge presented

Date of, and parties to,
the charge

It is hereby certified that the charge ①

dated 22 March 2010 by the Company and TESCO ATRATO

(NOMINEE 2) LIMITED as trustees in favour of HSBC

CORPORATE TRUSTEE COMPANY (UK) LIMITED

was presented for registration on

d1 d6 m0 m4 y2 y0 y1 y0

Jurisdiction

in ②

☒ Scotland

☐ England and Wales

☐ Northern Ireland

① As described on form MG01
'Particulars of a mortgage
or charge'

② Please tick as appropriate

3

Signature

Please sign the form here

Signature

Signature

✗

[Signature]
PARTNER FOR TODS MURRAY LLP

✗

This form must be signed by a person with an interest in the registration of
the charge

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



Presenter information

You do not have to give any contact information but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name IAIN WISHART

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

RMM IAW. G00779.1006

Post town Edinburgh

County/Region Midlothian

Postcode

E	H	3		9	A	G
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Country United Kingdom

DX DX ED58 Edinburgh

Telephone 0131 656 2000



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have shown the date of, and parties to, the charge in Section 2
- ☒ You have declared where the charge was presented for registration
- ☒ You have enclosed the form MG01 and a verified copy of the deed
- ☒ You have signed the form



Important information

Please note that all information on this form will appear on the public record



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 6969531
CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 22 MARCH 2010 WHICH WAS PRESENTED FOR
REGISTRATION IN SCOTLAND ON 16 APRIL 2010 AND
CREATED BY TESCO ATRATO (NOMINEE 1) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
PARTNERSHIP, THE NOMINEES, NOMINEES HOLDCO, THE
GENERAL PARTNER AND DEPOT PROPCO TO EACH, SOME OR
ANY OF THE PARTNERSHIP SECURED CREDITORS ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 29 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 MAY 2010



Companies House
— for the record —

DX
SA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES