

MG01

Particulars of a mortgage or charge



COMPANIES HOUSE

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

WEDNESDAY



S3HVBLVY

SCT

21/07/2010

386

COMPANIES HOUSE

please

gov.uk

1

Company details

Company number

0 7 1 2 1 5 0 6

Company name in full

Tesco Passaic PL Propco Limited (the "Chargor")

2

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

d0 d7 m0 m7 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

Assignment of Rental Income

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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

Continuation page

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

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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 as security trustee

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

The Chargor's whole right, title and interest, present and future, in and to the rent and all other monies due and to become due to the Chargor in terms of the Leases of the Properties and each PL Day Licence 2 in respect of the Properties, such rent and other monies to include, without limitation, arrears of rent (if any) existing as at the 7th of July 2010, such increase of rent as may become payable following a review of rent, any value added tax which is or may become payable under the Leases and/or each PL Day Licence 2 in respect of rent and all interest as may be payable from time to time on such rent under the Leases and/or each PL Day Licence 2 (the **Rental Income**)

Capitalised terms not otherwise defined in this form MG01 are defined in the MG01 Continuation Page attached

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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

N/A

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

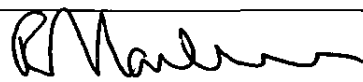
Signature

Please sign the form here

Signature

Signature

X



PARTNER FOR TODS MURRAY LLP

X

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

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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 DAVID IRVINE

Company name
Tods Murray LLP
RMM.DJI.G00779.1010

Address Edinburgh Quay

133 Fountainbridge

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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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

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Amount secured

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Amount secured

"Assignment of Rents" shall have the meaning given to that term in the Common Terms and Definitions Deed

"Bond Closing Date" means the date determined in accordance with the Completion Agreement

"Common Terms and Definitions Deed" means the deed so named dated the Bond Closing Date signed by each of the Transaction Parties

"Completion Agreement" means the agreement dated on the date of the Common Terms and Definitions Deed and entered into between, among others, the Obligors and the Partnership Security Trustee and which sets out the steps to be completed in order for the Bond Closing Date to occur

"General Partner" means Tesco Passaic (GP) Limited, a limited liability company incorporated in England and Wales with registered number 07120496

"General Partner Power of Attorney" means the security power of attorney executed by the General Partner pursuant to the Partnership Deed of Charge in the form set out in Schedule 7 (*Form of General Partner Power of Attorney*) to the Partnership Deed of Charge

"Leases" means

- 1 sub-lease dated 7 December 2005 and 12 December 2005 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Welton Road, Blairgowrie, PH10 6NQ,
- 2 sub-lease dated 23 February 2006 and 27 February 2006 made between Santon group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Ernsie Road, Castle Douglas, Dumfries and Galloway, DG7 1LD,
- 3 sub-lease dated 25 August 2009 and 26 August 2009 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Lockerbie Road, Dumfries, DG1 3PF
- 4 sub-lease dated 30 August 2007 and 3 September 2007 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) which underlease (as varied and/or supplemented) relative to Castle Road, Ellon, AB41 9RY,
- 5 sub-lease dated 23 March 2006 and 24 March 2006 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Deveron Road, Huntly, Aberdeenshire, AB54 8TS,
- 6 sub-lease dated 7 November 2008 and 12 November 2008 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Moss Street, Keith, AB55 5EY,
- 7 sub-lease dated 20 December 2004 and 21 December 2004 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Bridgend, Kilbirnie, North Ayrshire, KA25 7DJ,
- 8 sub-lease dated 2 June 2009 and 3 June 2009 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to West Shaw Street, Kilmarnock, East Ayrshire, KA1 4BS,
- 9 sub-lease dated 15 June 2007 and 18 June 2007 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Goods Station Road, Lockerbie, DG11 2DB,
- 10 sub-lease dated 14 August 2007 and 15 August 2007 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Tantallon Road, North Berwick, EH 39 5NF,
- 11 sub-lease dated 9 November 2007 and 13 November 2007 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Dalmarnock Road, Rutherglen, G73 1NY,
- 12 sub-lease dated 12 November 2007 and 21 November 2007 made between Santon Group Developments Limited (1) Tesco Stores Limited (2) and Tesco plc (3) (as varied and or supplemented) relative to Belhaven Road, Wishaw, ML2 7NZ,

and as the same may be amended, supplemented or varied in any way from time to time, and each a "Lease"

"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

"Nominee 1" means Tesco Passaic (Nominee 1) Limited, a limited liability company incorporated in England and Wales with company registration number 07121666

"Nominee 2" means Tesco Passaic (Nominee 2) Limited, a limited liability company incorporated in England and Wales with company registration number 07121664

"Nominees" means Nominee 1 and Nominee 2, and **"Nominee"** means any of them

"Nominees Deed of Charge" means the deed of charge dated on or about the Bond Closing Date between, amongst others, the Nominees (as chargors) and the Partnership Security Trustee

"Nominees Holdco" or **"Nominee Holdco"** means Tesco Passaic (Nominee Holdco) Limited, a limited liability company incorporated in England and Wales with registered number 07121480

"Nominees Holdco Deed of Charge" means the deed of charge dated on or about the Bond Closing Date between, amongst others, Nominees Holdco (as chargor) and the Partnership Security Trustee

"Nominees Holdco Power of Attorney" means the security power of attorney executed by Nominees Holdco pursuant to the Nominees Holdco Deed of Charge in the form set out in Schedule 2 (*Form of Nominees Holdco Power of Attorney*) to the Nominees Holdco Deed of Charge

"Nominees Powers of Attorney" means the security powers of attorney executed by each Nominee pursuant to the Nominees Deed of Charge in the form set out in Schedule 5 (*Form of Nominee Power of Attorney*) to the Nominees Deed of Charge

"Nominees Standard Security" shall have the meaning given to that term in the Common Terms and Definitions Deed

"Obligors" means the Partnership, the General Partner (in its own right), the Nominees, Nominees Holdco and PL Propco, and **"Obligor"** means any of them provided that a person shall cease to be an Obligor if all Security Interests granted by it in favour of the Partnership Security Trustee have been released pursuant to the terms of the Partnership Security Documents

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Amount secured

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

Amount secured

"Partnership" means The Tesco Passaic Limited Partnership (a limited partnership incorporated in England and Wales with registered number LP013918 and having its registered office at Tesco House, Delamare Road, Cheshunt, Waltham Cross, Hertfordshire EN8 9SL), acting by its general partner Tesco Passaic (GP) Limited (a limited liability company incorporated in England and Wales with registered number 07120496 and having its registered office at Tesco House, Delamare Road, Cheshunt, Waltham Cross, Hertfordshire EN8 9SL)

"Partnership Deed of Charge" means the deed of charge dated on or about the Bond Closing Date between, amongst others, the Partnership and the General Partner (as chargors) and the Partnership Security Trustee

"Partnership Power of Attorney" means the security power of attorney executed by the Partnership pursuant to the Partnership Deed of Charge

"Partnership Secured Creditors" means

(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,

(c) the Cash Manager,

(d) the Account Bank,

(e) the Nominees/Nominees Holdco Corporate Services Provider,

(f) the PL Propco Corporate Services Provider,

(g) the Partnership Operator,

(h) the Property Pool Manager, and

(i) any other entity that accedes to the Partnership Security Documents from time to time in such capacity,

each as defined in the Common Terms and Definitions Deed and "Partnership Secured Creditor" means any of them

"Partnership Secured Obligations" means the aggregate of

(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 Transaction Documents,

(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

(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 PL Propco to each, some or any of the Partnership Secured Creditors under the Partnership Transaction Documents

"Partnership Security Documents" means each of the following

(a) the Partnership Deed of Charge,

(b) the Nominees Deed of Charge,

(c) the Nominees Holdco Deed of Charge,

(d) the PL Propco Deed of Charge,

(e) the Scottish Security,

(f) the Ranking Agreements,

(g) the Partnership Power of Attorney,

(h) the General Partner Power of Attorney,

(i) the Nominees Powers of Attorney,

(j) the Nominees Holdco Power of Attorney,

(k) the PL Propco Power of Attorney, and

(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, and **"Partnership Security Document"** means any of them

"Partnership Security Trustee" means HSBC Corporate Trustee Company (UK) Limited, a limited liability company incorporated in England and Wales with registered number 6447555 and having its registered office at 8 Canada Square, London E14 5HQ, acting in its capacity as security trustee for the Partnership Secured Creditors or such other entity appointed as Partnership Security Trustee from time to time, subject to and in accordance with the terms of the Partnership Deed of Charge

"Partnership Transaction Documents" means

(a) the Subscription Agreement,

(b) the Partnership Finance Documents,

(c) the Property Pool Documents,

(d) the Nominees Side Letter,

(e) the Nominees Holdco Side Letter,

(f) the Partnership Operator Agreement,

(g) the Partnership Agreement,

(h) the General Partner Shareholders Agreement,

(i) the PL Propco Corporate Services Agreement,

(j) the Nominees/Nominees Holdco Corporate Services Agreement,

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(k) the JPUT Trust Instrument,
(l) the Equity SPA, and
(m) and any other document designated as such by the Partnership and the Partnership Security Trustee,
each as defined in the Common Terms and Definitions Deed and "Partnership Transaction Document" means each or any of them,
"PL Day Licence 2" means the following licences
1 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Welton Road, Blairgowrie, PH10 6NQ,
2 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Ernespie Road, Castle Douglas, Dumfries and Galloway, DG7 1LD,
3 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Lockerbie Road, Dumfries, DG1 3PF,
4 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Castle Road, Eilon, AB41 9RY,
5 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Deveron Road, Huntly, Aberdeenshire, AB54 8TS,
6 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Moss Street, Keith, AB55 5EY,
7 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Brdgend, Kilbirnie, North Ayrshire, KA25 7DJ,
8 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to West Shaw Street, Kilmarnock, East Ayrshire, KA1 4BS,
9 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Goods Station Road, Lockerbie, DG11 2DB,
10 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Tantallon Road, North Berwick, EH39 5NF,
11 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Dalmarnock Road, Rutherglen, G73 1NY,
12 licence to occupy dated on or before 7 July 2010 between Tesco Passaic PL Propco Limited (1) Tesco Stores Limited (2) and Tesco plc (3) relative to Belhaven Road, Wishaw, ML2 7NZ,
and as the same may be amended, supplemented or varied in any way from time to time, and each a "PL Day Licence 2"
"PL Propco" means the Chargor
"PL Propco Deed of Charge" means the deed so named dated on or about the Bond Closing Date between PL Propco, the Partnership Secured Creditors and the Partnership Security Trustee
"PL Propco Power of Attorney" means the security power of attorney executed by PL Propco pursuant to the PL Propco Deed of Charge in the form set out in Schedule 4 (*Form of PL Propco Power of Attorney*) to the PL Propco Deed of Charge
"Properties" means Tesco stores at
1 Welton Road, Blairgowrie, PH10 6NQ
2 Ernespie Road, Castle Douglas, DG7 1LD
3 Lockerbie Road, Dumfries, DG1 3PF
4 Castle Road, Eilon, AB41 9RY
5 Deveron Road, Huntly, Aberdeenshire, AB54 8TS
6 Moss Street/Union Terrace, Keith, AB55 5EY
7 Brdgend, Kilbirnie, North Ayrshire, KA25 7DJ
8 West Shaw Street, Kilmarnock, East Ayrshire, KA1 4BS
9 Goods Station Road, Lockerbie, DG11 2DB
10 Tantallon Road, North Berwick, EH39 5NF
11 Dalmarnock Road, Rutherglen, G73 1NY
12 Belhaven Road, Wishaw, ML2 7NZ
(each a "Property")
"Ranking Agreement" means each ranking agreement in respect of each Scottish Property regulating the priority of the relevant Nominees Standard Security, the relevant Standard Security in favour of TSL and the floating charge contained within the relevant Nominees Deed of Charge in a form approved by the Partnership Security Trustee
"Real Property" shall have the meaning given to that term in the Common Terms and Definitions Deed
"Scottish Property" means any Real Property located in Scotland or other assets governed by Scots law
"Scottish Security" means a Standard Security or an Assignment of Rents in respect of each Scottish Property
"Security Interest" means any mortgage, standard security, charge, pledge, lien, assignment, assignation in security, hypothecation or security interest or any other agreement or arrangement having the effect, in any jurisdiction, of conferring security
"Standard Security" shall have the meaning given to that term in the Common Terms and Definitions Deed
"Tax" means any present or future tax, levy, impost, duty or other charge or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any Tax Authority, and "Taxes", "taxation", "taxable" and comparable expressions shall be construed accordingly
"Tax Authority" shall have the meaning given to that term in the Common Terms and Definitions Deed
"Transaction Document" shall have the meaning given to that term in the Common Terms and Definitions Deed
"Transaction Party" means any person who is a party to a Transaction Document, and "Transaction Parties" means some or all of them
"TSL" means Tesco Stores Limited, a limited liability company incorporated in England and Wales with company number 519500
"VAT" or "value added tax" means any tax imposed in conformity with the Council Directive of 28 November 2006 on the

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common system of value added tax (EC Directive 2006/112) (including, in relation to the United Kingdom, value added tax imposed by the Value Added Tax Act 1994 and legislation and regulations supplemental thereto) and any other tax of a similar fiscal nature substituted for, or levied in addition to, such tax whether imposed in a member state of the European Union or elsewhere



OK

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7121506
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTAL
INCOME DATED 7 JULY 2010 AND CREATED BY TESCO
PASSAIC PL PROPCO LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE PARTNERSHIP 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 21 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES