

MG01

189124



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 for a Scottish
company. To do this, please use
form MG01s

WEDNESDAY



S3AS0M2L

SCT

28/07/2010

1081

COMPANIES HOUSE

For official use

1

Company details

Company number

0 7 1 2 1 5 0 6

Company name in full

Tesco Passaic PL Propco Limited (the "Chargor")

14

Filing 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

01 04 2007 20 01 20

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

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

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 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 ALL and WHOLE the tenant's interest in the Lease.

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

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Particulars of a mortgage or charge

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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).

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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

MG01

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 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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Particulars of a mortgage or charge

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Amount secured

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

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

"Lease" means the lease between Santon Group Developments Limited and Tesco Passaic PL Propco Limited dated on or before 7 July 2010 relating to ALL and WHOLE the land and buildings known as the Tesco Store at Goods Station Road, Lockerbie, DG11 2DB being the subjects registered in the Land Register of Scotland under Title Number DMF18283

"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

"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

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

"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

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

"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/Nominee Holdco Corporate Services Agreement,
- (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 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

"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 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

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 cha
for a company registered
in Scotland

WEDNESDAY

SCT 28/07/2010 1091
COMPANIES HOUSE

1 Company details

Company number 0 7 1 2 1 5 0 6

Company name in full Tesco Passaic PL Propco 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

being a standard security dated 7 JULY 2010 by the

Company in favour of HSBC Corporate Trustee Company

(UK) Limited as Partnership Security Trustee

was presented for registration on

d1 d4 m0 m7 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



[Handwritten 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 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

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,
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



FILE COPY

**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. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 7 JULY 2010 WHICH WAS PRESENTED FOR REGISTRATION
IN SCOTLAND ON 14 JULY 2010 AND CREATED BY TESCO
PASSAIC PL PROPCO LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE TO SOME OR ANY OF THE
PARTNERSHIP SECURED CREDITORS 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 28
JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 AUGUST 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES