



Registration of a Charge

Company name: **TESCO STORES LIMITED**

Company number: **00519500**



X6YAX77T

Received for Electronic Filing: **24/01/2018**

Details of Charge

Date of creation: **10/01/2018**

Charge code: **0051 9500 0134**

Persons entitled: **SUPERMARKET INCOME INVESTMENTS UK (NO4) LIMITED**

Brief description: **ALL AND WHOLE THE LAND AND BUILDINGS KNOWN AS THE TESCO STORE, TRYST ROAD, CUMBERNAULD ALL AS SHOWN OUTLINED RED ON THE TITLE PLAN, FOR DMB73453, THE GROUND LEASEHOLD TITLE TO WHICH FORMS THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER DMB73453**

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: **RICHARD RENNIE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 519500

Charge code: 0051 9500 0134

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2018 and created by TESCO STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2018 .

Given at Companies House, Cardiff on 26th January 2018

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**

STANDARD SECURITY

PART 1: DETAILS

Interpretation

Clause 7 will apply to the interpretation of this Standard Security

Chargor

Name:	TESCO STORES LIMITED
Company Number:	519500
Incorporated in:	England
Registered Office:	Tesco House, Shire Park, Kestrel Way, Welwyn Garden City AL7 1GA

Chargee

Name:	SUPERMARKET INCOME INVESTMENTS UK (NO4) LIMITED
Company Number:	11031632
Incorporated in:	England
Registered Office:	7th Floor, 9 Berkeley Street, London W1J 8DW

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Governing Law

The Law of Scotland

For and on behalf of Burness Paul LLP at Edinburgh on 23 January 2018 I certify that, save for the material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Richard A. Burns

PART 2: GENERAL TERMS

1. **Chargor's Obligation**

The Chargor undertakes to the Chargee to perform each and all of the Obligations when due and if no time for performance is specified, on demand by the Chargee.

2. **Standard Security**

The Chargor as a continuing security for the performance of the Obligations hereby grants a Standard Security over the Property in favour of the Chargee.

3. **Incorporation of Standard Conditions**

3.1 The Standard Conditions and any lawful variation thereof operative for the time being shall apply to the Standard Security granted pursuant to Clause 2 however Standard Conditions 1, 2, 3, 4, 5, 11 and (to the extent relating to the expenses of preparation and execution of this standard security) 12 shall not apply and further the Chargor's obligation to the Chargee in respect thereof shall be subject to compliance by the Chargor with the terms of the Head Lease.

3.2 In addition, the Chargee agrees that any sale or transfer by the Chargor to Tesco PLC or a Group Company (as defined in the Agreement and permitted by clause 8 of the same) shall not be a breach of this Standard Security or the terms of the Standard Security by the Chargor to the Chargee referred to at Clause 3.1 above, and if required, a discharge of this or such security shall be granted by the Chargee in exchange for the grant of a new security by the then owner of the Property Interest on the same terms and conditions, *mutatis mutandis*.

4. **Default**

Without prejudice to the generality of Standard Condition 9(1)(b) the Chargor shall be held to be in default for the purposes of this Standard Security on the breach of the Obligations.

5. **Notices**

All notices relating to matters arising out of this Standard Security (other than any Calling-up-Notices or Notices of Default which shall be served in accordance with Sections 19 and 21 respectively of the Conveyancing and Feudal Reform (Scotland) Act 1970) shall be served in accordance with the provisions as to notices set out or referred to in the Agreement.

6. **Warrandice & Ranking**

6.1 The Chargor grants absolute warrandice but excluding all current leases of the Property or any part thereof, including without prejudice to that generality, the Occupational Lease and any rights granted thereunder, such warrandice is subject to Clause 6.2 below.

6.2 Unless otherwise agreed, this Standard Security (and the Obligations secured hereunder) shall rank *pari passu* with the Prior Standard Security (and the obligations secured thereunder) over the Property Interest notwithstanding that the chargee under the Prior Charge may or may not be, from time to time, the Chargee.

7. **Definitions**

7.1 In this Standard Security (which comprises the Details, Part 2: General Terms and the Schedule) unless the context or any express provision of this Standard Security otherwise requires:

"**Agreement**" means the Agreement for Substitution, Alteration and Adjoining Land Developments relative to *inter alia* the Property Interest among the Chargor; Legal and General Pensions Limited; Tesco Plc; Tesco Property Nominees (No 5) Limited and Tesco

Property Nominees (No 6) Limited dated 10 September 2010 as assigned to the Chargee in terms of which the Chargee is granted undertakings in relation to the Property at clause 8 of that agreement, and as varied or amended or assigned from time to time;

"Details" means the section headed "Details" forming Part 1 of this Standard Security;

"Ground Lease" means the ground lease relative to the Property comprising the lease between Campsie's Centre Cumbernauld Limited and Tesco Stores Limited dated 23 & 25 June 2003 and registered in the Land Register under Title Number DMB73453 on 8 July 2003 as amended/varied from time to time, including without limitation, by (a) Minute of Amendment of Lease between Campsie's Centre Cumbernauld Limited and Tesco Stores Limited dated 19 & 20 December 2005 and, registered in the Books of Council & Session on 2 December 2008; and (b) formal notice by Tesco Pink (GP) Limited, dated 25 August 2010 upon Campsie's Centre Cumbernauld Limited (as holder of the landlord's interest in the Ground Lease) extending the Ground Lease in terms thereof so that the term is 175 years from 26 June 2003;

"Head Lease" means the Lease between Tesco Stores Limited and the Tesco Pink (GP) Limited as general partner of The Tesco Pink Limited Partnership dated 3 October 2006 and registered in the Books of Council and Session on 21 May 2008 and registered in the Land Register of Scotland under Title Number DMB81580 (as varied or amended from time to time including, without limitation, the variation in terms of Minute of Variation of the said lease amongst Tesco Stores Limited (1), Tesco Pink (Nominee 1) Limited and Tesco Pink (Nominee 2) Limited (2); and (3) Tesco Pink (GP) Limited (as general partner of The Tesco Pink Limited Partnership) dated 26 August 2010, the tenant's interest in which lease (as varied/amended, as aforesaid) was assigned (a) to Tesco Pink (Nominee 1) Limited and Tesco Pink (Nominee 2) Limited in terms of Assignment by Tesco Pink (GP) Limited as general partner of The Tesco Pink Limited Partnership in favour of Tesco Pink (Nominee 1) Limited and Tesco Pink (Nominee 2) Limited dated 3 October 2006 and registered in the Books of Council and Session 21 May 2008 and registered in the Land Register of Scotland under Title Number DMB81580; and, thereafter (b) to Legal & General Pensions Limited, in terms of an Assignment by Tesco Pink (Nominee 1) Limited and Tesco Pink (Nominee 2) Limited (at the direction of Tesco Pink (GP) Limited (as general partner of the Tesco Pink Limited Partnership)) with the consent and concurrence of the Chargor in favour of the Legal & General Pensions Limited, dated 8 and 9 September 2010 and registered in the Land Register of Scotland under Title Number DMB81580) and (c) to the Chargee by virtue of assignment in their favour by Legal & General Pensions Limited dated on or around the date hereof and registered or about to be registered in the Land Register of Scotland under Title Number DMB81580;

"Obligations" means the obligations on the part of the Chargor in terms of Clause 8 of the Agreement which are deemed to be repeated *ad longam* herein;

"Prior Standard Security" means the standard security granted by Tesco Stores Limited in favour of Tesco Pink (GP) Limited (as general partner of The Tesco Pink Limited Partnership) registered in the Land Register under Title Number DMB73453 on 11 March 2008 (and, as subsequently assigned (a) to Tesco Pink (Nominee 1) Limited and Tesco Pink (Nominee 2) Limited pursuant to Assignment dated 3 October 2006 registered under the Title Number DMB73453 on 11 March 2008; (b) Assignment to Legal & General Pensions Limited dated 23 August and 8 September and registered in the Books of Council and Session on 22 September all dates in 2010) and (c) to the Chargee in terms of an Assignment by Legal & General Pensions Limited to the Chargee dated on or around the date of this document;

"Property" means the subjects more fully described in the Schedule;

"Property Interest" means the tenant's interest under the Ground Lease;

"Schedule" means the schedule annexed and executed as relative hereto;

"Standard Conditions" means the standard conditions as specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970.

7.2 In this Standard Security:

- 7.2.1 references to this Standard Security and to any provisions of it shall be construed as references to it in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- 7.2.2 words importing the singular are to include the plural and vice versa and words denoting any gender shall include all genders;
- 7.2.3 references to any person are to be construed to include that person's permitted assignees or transferees or successors in title, whether direct or indirect;
- 7.2.4 Clause headings are for ease of reference only and are not to affect the interpretation of this Standard Security; and
- 7.2.5 the expression "Chargee" includes its successors and assignees as tenants under the Head Lease.
- 7.3 If any provision of this Standard Security (including the Standard Conditions (as varied in accordance with the terms of this Standard Security) and the definitions in Clause 7) shall conflict with any provision in the Agreement then the relevant term of the Agreement shall prevail only insofar as the relevant term of the Agreement does not contravene the Law of Scotland.

8. **Governing Law**

This Standard Security shall be governed by and construed according to Scots law.

9. **Consent to Registration**

The Chargor and Chargee consent to the registration of this Standard Security for preservation and execution.

IN WITNESS WHEREOF this document typewritten on this and the preceding three pages together with the Schedule is executed as follows:

Signed for and on behalf of **TESCO STORES LIMITED** by
conform to Power of Attorney in his/her favour dated
At
on the day of 2017

.....
Attorney

In the presence of:

.....
Witness

.....
Full Name

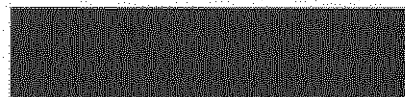
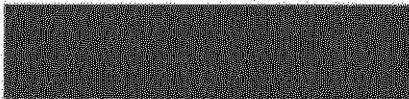
.....
Address

Signed for and on behalf of the said **SUPERMARKET INCOME INVESTMENTS UK (NO4) LIMITED**

by JONATHAN MARTIN AUSTON

at LONDON

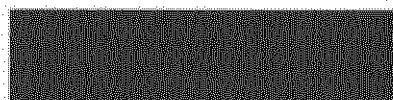
on the 15 day of DECEMBER Two Thousand and seventeen



ence of:

Witness

MARIE NEWTON Full Name

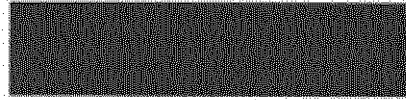


Address

110

This is the Schedule referred to in the foregoing Standard Security by Tesco Stores Limited in favour of Supermarket Income Investments UK (No4) Limited

ALL and WHOLE the land and buildings known as the Tesco Store, Tryst Road, Cumbernauld all as shown outlined red on the Title Plan for DMB73453, the ground leasehold title to which forms the subjects registered in the Land Register of Scotland under Title Number DMB73453



SUPERMARKET INCOME INVESTMENTS UK (NO4) LIMITED

TESCO STORES LIMITED

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3.2 In addition, the Chargee agrees that any sale or transfer by the Chargor to Tesco PLC or a Group Company (as defined in the Agreement and permitted by clause 8 of the same) shall not be a breach of this Standard Security or the terms of the Standard Security by the Chargor to the Chargee referred to at Clause 3.1 above, and if required, a discharge of this or such security shall be granted by the Chargee in exchange for the grant of a new security by the then owner of the Property Interest on the same terms and conditions, *mutatis mutandis*.

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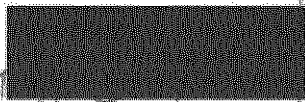
The Chargor and Chargee consent to the registration of this Standard Security for preservation and execution.

IN WITNESS WHEREOF this document typewritten on this and the preceding three pages together with the Schedule is executed as follows:

Signed for and on behalf of **TESCO STORES LIMITED** by  conform to Power of Attorney in his/her favour dated 4 September 2014

At Welsh Sands City
on the 11 day of December 2017

JOHN GIBNEY


Attorney

In the presence of:

 Witness

ALISE KORDELA

Full Name

Town Square

Address

10-12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Welsh Sands City

Signed for and on behalf of the said **SUPERMARKET INCOME INVESTMENTS UK (NO4) LIMITED**

by

at

on the day of Two Thousand and seventeen.

In the presence of:

..... Witness

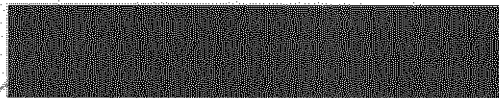
..... Full Name

..... Address

**This is the Schedule referred to in the foregoing Standard Security by Tesco Stores Limited
in favour of Supermarket Income Investments UK (No4) Limited**

ALL and WHOLE the land and buildings known as the Tesco Store, Tryst Road, Cumbernauld all as
shown outlined red on the Title Plan for DMB73453, the ground leasehold title to which forms the
subjects registered in the Land Register of Scotland under Title Number DMB73453

SUPERMARKET INCOME INVESTMENTS UK (NO4) LIMITED



TESCO STORES LIMITED