

# MG01

## Particulars of a mortgage or charge



007364/13

**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 company. To do this, please use form MG01s

TUESDAY



LD4

\*L8SITSUI\*

29/03/2011

5

COMPANIES HOUSE

1

### Company details

Company number

0 3 4 3 6 7 5 4

Company name in full

Tesco (Partnership) Limited (the **Chargor**)

2

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 d1 m0 m3 y2 y0 y1 y1

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

Borrower Security Agreement dated 11 March 2011 (the **Borrower Security Agreement**) between The Tesco British Land Property Partnership, a general partnership acting by its partners the Chargor and TPP Investments Limited (Company No. 04843814), and Crédit Agricole Corporate and Investment Bank

4

### Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower to any Finance Party under each Finance Document

**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 Crédit Agricole Corporate and Investment Bank

Address 5 Appold Street

London

Postcode E C 2 A 2 D A

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 Please see attached continuation sheets

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 1. SECURITY

##### 1.1 Land

##### (a) The Chargor charges

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property specified in Schedule 1 (Real property) to the Borrower Security Agreement, and
- (ii) (to the extent that they are not the subject of a mortgage under clause 2 2(a)(ii) (Land) of the Borrower Security Agreement (which paragraph 1 1(a)(i) of this continuation sheet replicates)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it, this includes the real property (if any) specified in Schedule 1 (Real property) to the Borrower Security Agreement

##### (b) A reference in this paragraph 1 1 to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

##### 1.2 Securities

##### (a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

##### (b) A reference in this paragraph 1 2 to a mortgage or charge of any stock, share, debenture, bond or other security includes

- (i) any dividend or interest paid or payable in relation to it, and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

##### 1.3 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession

##### 1.4 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or this Deed) it has with any person and the debt represented by it

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6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>1.5 Book debts, etc.</b></p> <p>The Chargor charges by way of a first fixed charge</p> <ul style="list-style-type: none"> <li>(a) all of its book and other debts,</li> <li>(b) all other moneys due and owing to it, and</li> <li>(c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above</li> </ul> <p><b>1.6 Insurances</b></p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption</p> <ul style="list-style-type: none"> <li>(a) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest, and</li> <li>(b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance</li> </ul> <p><b>1.7 Hedging</b></p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Arrangements</p> <p><b>1.8 Other contracts</b></p> <ul style="list-style-type: none"> <li>(a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights           <ul style="list-style-type: none"> <li>(i) under each Lease Document,</li> <li>(ii) in respect of all Rental Income,</li> <li>(iii) under any guarantee of Rental Income contained in or relating to any Lease Document (other than the Tesco Lease Guarantee),</li> <li>(iv) under the Management Agreement,</li> <li>(v) under any agreement relating to the purchase of a Property by it, and</li> <li>(vi) under any other contract to which it is a party except to the extent that it is subject to any fixed security created under any other term of clause 2 (Creation of Security) of the Borrower Security Agreement (which paragraph 1 of this continuation sheet replicates)</li> </ul> </li> <li>(b) The Chargor           <ul style="list-style-type: none"> <li>(i) charges by way of a first fixed charge all of its rights under the Tesco Lease Guarantee, and</li> </ul> </li> </ul>

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(ii) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights to all monies paid to it under or in respect of the Tesco Lease Guarantee</p> <p><b>1.9 Miscellaneous</b></p> <p>The Chargor charges by way of first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has in any pension fund,</p> <p>(b) its goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and</p> <p>(e) its uncalled capital</p> <p><b>1.10 Floating charge</b></p> <p>(a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause</p> <p>(b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by clause 2 11 (Floating charge) of the Borrower Security Agreement (which paragraph 1 10 of this continuation sheet replicates) into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Event of Default is outstanding, or</p> <p>(ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>(c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1 A of the Insolvency Act 1986</p> <p>(d) The floating charge created by clause 2 11 (Floating charge) of the Borrower Security Agreement (which paragraph 1 10 of this continuation sheet replicates) will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator, in each case in respect of the Chargor</p>

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## Particulars of a mortgage or charge

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Short particulars	<p>(e) The floating charge created by clause 2.11 (Floating charge) of the Borrower Security Agreement (which paragraph 1.10 of this continuation sheet replicates) is a <b>qualifying floating charge</b> for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p><b>2. RESTRICTION ON DEALING</b></p> <p>Except as expressly allowed in the Credit Agreement, the Chargor may not create or permit to subsist any Security Interest on any Security Asset (except for any security created by the Borrower Security Agreement)</p> <p><b>3. DEFINITIONS</b></p> <p>In this Form MG01</p> <p><b>Additional Counterparty</b> means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement</p> <p><b>Additional Property</b> means any real property acquired in accordance with the Credit Agreement and the security over which is created by a Security Document entered into after the Utilisation Date, as described in that Security Document, and, where the context so requires, includes the buildings on that Additional Property</p> <p><b>Administrative Party</b> means a Mandated Lead Arranger or the Facility Agent</p> <p><b>Agreement for Lease</b> means an agreement to grant an Occupational Lease of all or part of a Property</p> <p><b>Borrower</b> means The Tesco British Land Property Partnership, a general partnership acting by its partners the Chargor and TPP Investments Limited (Company No 04843814)</p> <p><b>Counterparty</b> means an Original Counterparty or an Additional Counterparty</p> <p><b>Credit Agreement</b> means the £60,000,000 credit agreement dated 10 March 2011 between (among others) the Borrower, the Chargor, TPP Investments Limited (Company No 04843814), the Original Lenders and the Facility Agent</p> <p><b>Event of Default</b> means an event or circumstance specified as such in clause 20 (Default) of the Credit Agreement</p> <p><b>Facility</b> means the credit facility made available under the Credit Agreement</p> <p><b>Facility Agent</b> means Crédit Agricole Corporate and Investment Bank in its capacity as facility agent under and in connection with the Credit Agreement</p> <p><b>Finance Document</b> has the meaning given to it in the Credit Agreement</p> <p><b>Finance Party</b> means a Lender, a Counterparty or an Administrative Party</p> <p><b>Hedging Arrangement</b> means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement</p>

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Lease Document** means

- (a) an Agreement for Lease,
- (b) an Occupational Lease, or
- (c) any other document designated as such by the Facility Agent and the Borrower

**Legal Owner** means

- (a) in relation to the Original Property, Tesco Stores Limited (Company No 00519500) and Tesco Property Holdings Limited (Company No 02353133), or
- (b) in relation to an Additional Property in respect of which the legal and beneficial titles are held separately, the person who holds the legal title to that Property

**Lender** means

- (a) an Original Lender, or
- (b) any person which becomes a party to the Credit Agreement in accordance with clause 28 2 (Assignments and transfers by Lenders) of the Credit Agreement

**Managing Agent** means GVA Grimley Limited (Company No 06382509) or any other managing agent appointed by the Borrower in respect of a Property with the approval of the Facility Agent

**Management Agreement** means a management agreement between, among others, the Borrower and a Managing Agent relating to the provision by the Managing Agent of certain services in respect of one or more of the Properties

**Mandated Lead Arranger** means Crédit Agricole Corporate and Investment Bank or Svenska Handelsbanken AB (publ), each in its capacity as an arranger and underwriter under and in connection with the Credit Agreement

**Occupational Lease** means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject

**Original Counterparty** means Crédit Agricole Corporate and Investment Bank or Svenska Handelsbanken AB (publ), each in its capacity as an original counterparty to certain hedging arrangements under and in connection with the Credit Agreement

**Original Lender** means Crédit Agricole Corporate and Investment Bank or Svenska Handelsbanken AB (publ), each in its capacity as an original lender under and in connection with the Credit Agreement

**Original Property** means the freehold land and buildings known as The Beaumont Shopping Centre, Beaumont Way, Beaumont Leys, Leicester as the same is registered at the Land Registry under Title Nos LT281124 and LT320572

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Property** means the Original Property or an Additional Property

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of the Borrower or a Legal Owner in connection with the letting of any part of a Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of the Borrower or a Legal Owner,
- (d) any other moneys paid or payable in respect of occupation and / or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,
- (h) any Tenant Contributions, and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Borrower or a Legal Owner

**Security Assets** means all assets of the Chargor the subject of any security created by the Borrower Security Agreement

**Security Document** has the meaning given to it in the Credit Agreement

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

**Subsidiary** means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

**Tenant Contributions** means any amount paid or payable to the Borrower or a Legal Owner



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Short particulars	<p>by any tenant under a Lease Document or any other occupier of a Property, by way of</p> <ul style="list-style-type: none"> <li>(a) contribution to           <ul style="list-style-type: none"> <li>(i) insurance premia,</li> <li>(ii) the cost of an insurance valuation,</li> <li>(iii) a service charge in respect of the Borrower's or a Legal Owner's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property, or</li> <li>(iv) a sinking fund, or</li> </ul> </li> <li>(b) value added tax or similar taxes</li> </ul> <p><b>Tesco Lease Guarantee</b> means the guarantee dated 8 March 2011 by Tesco PLC (Company No 00445790) in favour of the Borrower under which, among other things, Tesco PLC (Company No 00445790) guarantees rental payments by Tesco Tenants</p> <p><b>Tesco Tenant</b> means each tenant under a Lease Document which is a Subsidiary of Tesco PLC (Company No 00445790) and whose rental payments under that Lease Document are guaranteed by Tesco PLC (Company No 00445790) pursuant to the Tesco Lease Guarantee</p> <p><b>Utilisation Date</b> means the date on which the Facility is utilised</p>

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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

Nil

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### 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 870).

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 866). 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 *Andrew Forster* 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 Richard Semple

Company name Allen & Overy LLP

Address 1 Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



### 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 mortgage 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 3436754  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A BORROWER SECURITY  
AGREEMENT DATED 11 MARCH 2011 AND CREATED BY TESCO  
(PARTNERSHIP) LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE BORROWER TO ANY FINANCE  
PARTY 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  
MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 APRIL 2011

*P*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES