

MR01

Particulars of a charge

14 5 04 31 56

Laserform

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ **What this form is NOT for**  
You may not use this form  
to register a charge where the  
instrument Use form MR0

For further information, please



A29 \*A3G92HYX\*  
12/09/2014 #152  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

**1 Company details**

Company number 0 3 8 4 0 2 0 6

Company name in full TBL (Bromley) Limited

**3** For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date d1 d0 m0 m9 y2 y0 y1 y4

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Landesbank Hessen-Thüringen Girozentrale, London  
Branch (Facility Agent) as agent and trustee for the Finance Parties

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X Addleshaw Goddard LLP X

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

**MR01****Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **MCHUT/312748-72**

Company name  
**Addleshaw Goddard LLP**

Address **Milton Gate**

**60 Chiswell Street**

Post town **London**

County/Region

Postcode 

E	C	1	Y		4	A	G
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Country **United Kingdom**

DX **47 London**

Telephone **020 7606 8855**

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper**

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 NR 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)**

CHFP025

06/14 Version 2.0



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3840206

Charge code: 0384 0206 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th September 2014 and created by TBL (BROMLEY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th September 2014.

*DT*

Given at Companies House, Cardiff on 16th September 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**FORM OF OBLIGOR SECURITY AGREEMENT  
FOR ENGLISH COMPANIES**

**SECURITY AGREEMENT**

**DATED 10 SEPTEMBER 2014**

**TESCO BL PROPERTIES LIMITED AND CERTAIN SUBSIDIARIES  
as Chargors**

**and**

**LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH  
as Facility Agent**

**relating to  
a £325,000,000 facility for Tesco BL Properties Limited**

**FOR THE FACILITY AGENT:  
ADDLESHAW GODDARD LLP**

**FOR THE COMPANY:  
BERWIN LEIGHTON PAISNER LLP**

**WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY (AS REDACTED) OF  
THE ORIGINAL**

**ADDLESHAW GODDARD LLP**

**DATE 11 September 2014  
ADDLESHAW GODDARD LLP**

## CONTENTS

Clause	Page
1. INTERPRETATION.....	1
2. CREATION OF SECURITY .....	2
3. REPRESENTATIONS AND WARRANTIES.....	6
4. RESTRICTIONS ON DEALINGS .....	6
5. LAND.....	6
6. SECURITIES.....	9
7. ACCOUNTS.....	10
8. HEDGING.....	11
9. MANAGEMENT AGREEMENTS AND TESCO PLC GUARANTEE.....	11
10. INSURANCES .....	12
11. WHEN SECURITY BECOMES ENFORCEABLE.....	12
12. ENFORCEMENT OF SECURITY .....	13
13. RECEIVER.....	14
14. POWERS OF RECEIVER.....	15
15. APPLICATION OF PROCEEDS.....	17
16. EXPENSES AND INDEMNITY .....	17
17. DELEGATION.....	18
18. FURTHER ASSURANCES.....	18
19. POWER OF ATTORNEY.....	19
20. MISCELLANEOUS.....	19
21. RELEASE .....	20
22. GOVERNING LAW.....	20

### Schedule

1. Chargors .. .. .	21
2. Real Property .. . . .	22
3. Shares in Subsidiaries. . . . .	23
4. Form of Letter for Occupational Tenants .. . . .	24
5. Form of Letter for Account Bank... . . . .	26
6. Form of Letter for Original Counterparty.. . . .	29
7. Form of Letter for Insurer. . . . .	31
Signatories . . . . .	34

**THIS DEED** is dated | ☐ September 2014 and is made **BETWEEN**.

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (the **Chargors**), and
- (2) **LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH** (the **Facility Agent**) as agent and trustee for the Finance Parties (as defined in the Credit Agreement defined below)

**BACKGROUND:**

- (A) The **Chargors** enter into this Deed in connection with the Credit Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed,

**Act** means the Law of Property Act 1925

**CML** means Clifton Moor Limited (registered number 05268531).

**Company** means Tesco BL Properties Limited (registered number 03863190).

**Credit Agreement** means the £325,000,000 credit agreement dated on or about the date of this Deed between (among others) the **Chargors** and the **Facility Agent**.

**Fixtures** means all landlord's fixtures and fittings and fixed plant and machinery on the **Mortgaged Property** which are owned by a **Chargor**.

**Mortgaged Property** means all freehold or leasehold property included in the definition of **Security Assets**.

**Party** means a party to this Deed

**Receiver** means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed

**SCL** means Shopping Centres Limited (registered number 2230056).

**Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each **Obligor** to any Finance Party under each Finance Document.

**Security Assets** means all assets of each **Chargor** the subject of any security created by this Deed

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

**Tesco PLC Guarantee** means the Guarantee dated 23 December 2009 between (1) Tesco PLC and (2) the Company and its subsidiaries named in the First Schedule thereto

## **1.2 Construction**

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1 2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement are to be construed as references to this Deed
- (c)
  - (i) A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility,
  - (ii) the term **this Security** means any security created by this Deed, and
  - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed.
  - (i) is created in favour of the Facility Agent,
  - (ii) is created over present and future assets of each Chargor,
  - (iii) is a continuing security for the payment and satisfaction of all the Secured Liabilities, and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994



- (b) The Facility Agent holds the benefit of this Deed on trust for the Finance Parties.

## **2.2 Land**

- (a) CML charges by way of first legal mortgage all estates or interest in any freehold property owned by it specified in Schedule 2 (Real Property)
- (b) Each Chargor charges by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it including the real property (if any) specified in Schedule 2 (Real Property)
- (c) A reference in this Subclause to a charge of any freehold or leasehold property specified in Schedule 2 (Real 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 any Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

## **2.3 Securities**

- (a) The Company charges by way of first fixed charge its interest in all shares now or subsequently owned by it in each Original Guarantor Subsidiary (other than CML) including those specified in Schedule 3 (Shares in Subsidiaries)
- (b) SCL charges by way of first fixed charge its interest in all shares now or subsequently owned by it in CML including those specified in Schedule 3 (Shares in Subsidiaries)
- (c) A reference in this Subclause to a mortgage or charge of any share 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

## **2.4 Plant and machinery**

Each Chargor charges by way of first fixed charge all its interest in any Fixtures.

## **2.5 Deposit Account and Bank Account**

Each Chargor charges by way of first fixed charge all of its rights in respect of any amounts standing to the credit of the Deposit Account and the Rent Account and the debts represented by them

## **2.6 Book debts etc.**

Each Chargor charges by way of first fixed charge

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and

- (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

## **2.7 Insurances**

Each Chargor assigns absolutely subject to a proviso for re-assignment on redemption:

- (a) all of its rights under any contract of insurance (other than any public or products liability or third party liability insurance) taken out by it or on its behalf or in which it has an interest, and
- (b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance (other than any public or products liability or third party liability insurance)

## **2.8 Hedging**

- (a) The Company assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under:
  - (i) any Hedging Arrangements with the Original Counterparties, and
  - (ii) any Hedging Arrangements with any Counterparty which consents to such assignment
- (b) The Company charges by way of first fixed charge all its rights under any Hedging Arrangements with any Counterparty which has not consented to an assignment by way of security of such rights at the time of entry into such Hedging Arrangements

## **2.9 Other contracts**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
  - (i) under each Lease Document (including Rental Income but, without prejudice to the fixed charge referred to in paragraph (b)(ii) below of this Clause, excluding any sums payable (but not yet paid) under the Tesco PLC Guarantee), and
  - (ii) under each Management Agreement.
- (b) Each Chargor charges by way of first fixed charge all of its rights.
  - (i) under the Tesco PLC Guarantee,
  - (ii) under any agreement relating to the purchase of a Property by that Chargor; and
  - (iii) not otherwise effectively assigned by way of assignment under this Clause 2 (Creation of Security)

## **2.10 Floating charge**

- (a) Each 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 2 (Creation of Security).
- (b) Except as provided below, the Facility Agent may by notice to a Chargor convert the floating charge created by this Subclause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
  - (i) an Event of Default is outstanding; or
  - (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.
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,under section 1A the Insolvency Act 1986.
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of a 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 that Chargor.
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

## **2.11 Subordinated Debt**

- (a) The terms Subordinated Document and Subordinated Debt shall have the same meaning as in the Obligor Subordination Agreement as defined in the Credit Agreement.
- (b) Each Chargor assigns absolutely subject to a proviso for re-assignment on redemption all of its rights, benefits, title, claim and interest in and to each Subordinated Document and the Subordinated Debt.
- (c) Each Chargor shall remain liable to perform all its obligations under each Subordinated Document and in respect of the Subordinated Debt
- (d) Each Chargor notifies each Subordinated Creditor that, pursuant to this Deed, that Chargor has assigned all its benefits, rights, titles, claims and interest in and to each Subordinated Document and the Subordinated Debt to the Facility Agent provided that each Chargor will remain entitled to exercise all its rights, powers and discretions under each Subordinated Document to which it is party and each Subordinated Creditor should continue to give notices under such Subordinated Document to such Chargor, unless and until such Subordinated Creditor receives notice from the Facility Agent to the contrary stating that this Security has become enforceable in which event

all such rights, powers and discretions will thereafter be exercisable by, and notices must be given to, the Facility Agent or as it directs. The Facility Agent will not give such notice to any Subordinated Creditor unless this Security has become enforceable

- (e) Each Subordinated Creditor by entering into this Deed acknowledges to the Facility Agent and each Obligor that it has notice of the assignments referred to in Clause 2 11(b) above and notice of Clause 2 11(d) above

### **3. REPRESENTATIONS AND WARRANTIES**

#### **3.1 Nature of security**

Each Chargor represents and warrants to each Finance Party that this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise.

#### **3.2 Times for making representations and warranties**

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by each Chargor on the date of the Request, on the Utilisation Date and on the first day of each Interest Period
- (c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition

### **4. RESTRICTIONS ON DEALINGS**

#### **4.1 Security**

Except as permitted by the Credit Agreement, no Chargor may create or permit to subsist any Security Interest on any Security Asset (except for this Security)

#### **4.2 Disposals**

Except as permitted by the Credit Agreement, no Chargor may sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under this Deed

### **5. LAND**

#### **5.1 General**

In this Clause

**Insured Property Assets** means the Premises and all the Chargors' other assets of an insurable nature in the Premises

**Premises** means all buildings and erections included in the definition of Security Assets

## **5.2 Repair**

Each Chargor must keep or procure to be kept:

- (a) the Premises in good and substantial repair and condition and adequately and properly painted and decorated; and
- (b) the Fixtures and all plant, machinery, implements and other effects owned by it and which are in or on the Premises or elsewhere in a good state of repair and in good working order and condition,

to the extent that a failure to do so would or could reasonably be expected to have a Material Adverse Effect.

## **5.3 Compliance with leases and covenants**

Each Chargor must

- (a) perform or procure that a Legal Owner performs in all material respects all the terms on its part contained in any lease or agreement for lease comprised in the Mortgaged Property; and
- (b) duly and punctually comply, or procure compliance with, in all material respects with, and indemnify each Finance Party in respect of any breach of, any covenant or stipulation (restrictive or otherwise) affecting the Mortgaged Property

## **5.4 Notices to tenants**

If an Event of Default occurs and the Facility Agent notifies the Chargor to do so, each Chargor must (except where a Legal Owner is party to the relevant Occupational Lease) or must procure (if a Legal Owner is party to the relevant Occupational Lease) that each Legal Owner will:

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (Form of Letter for Occupational Tenants), on each tenant of the Mortgaged Property, and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Form of Letter for Occupational Tenants).

## **5.5 Acquisitions**

If a Chargor acquires any freehold or leasehold property after the date of this Deed it must:

- (a) notify the Facility Agent immediately;
- (b) immediately on request by the Facility Agent and at the cost of that Chargor, execute and deliver to the Facility Agent a legal mortgage in favour of the Facility Agent of that property in the form of a Supplemental Security Agreement or in such other form which the Facility Agent may reasonably require,

- (c) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security, and
- (d) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at the Land Registry

#### **5.6 Compliance with applicable laws and regulations**

Each Chargor must perform all its obligations under any law or regulation in any way related to or affecting the Mortgaged Property where failure to do so has or is reasonably likely to have a Material Adverse Effect

#### **5.7 Notices**

Each Chargor must, within 14 days after the receipt by that Chargor of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the Mortgaged Property (or any part of it) where such application, requirement, order or notice would or could reasonably be expected to have a Material Adverse Effect:

- (a) deliver a copy to the Facility Agent; and
- (b) subject to the terms of the relevant Lease Documents and the rights of the tenants thereunder, inform the Facility Agent of the steps taken or proposed to be taken to comply with the relevant requirement

#### **5.8 Land Registry**

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No transfer or charge of the registered estate or lease for a term of more than 30 years by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Landesbank Hessen-Thüringen Girozentrale, London branch referred to in the charges register or their conveyancer "

#### **5.9 Deposit of title deeds**

Each Chargor must deposit with the Facility Agent all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of a Chargor, subject to subclause 22.6 (Declaration of Trust) of the Credit Agreement

#### **5.10 Investigation of title**

Subject to any restrictions in the Lease Documents, each Chargor must grant the Facility Agent or its lawyers on reasonable request all facilities within the power of that Chargor to enable the Facility Agent or its lawyers (at the expense of the Chargors) to.

- (a) carry out investigations of title to the Mortgaged Property; and
- (b) make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out.

#### **5.11 Power to remedy**

If a Chargor fails to perform any term affecting the Mortgaged Property, the Chargor must allow the Facility Agent or its agents and contractors:

- (a) to enter any part of the Mortgaged Property,
- (b) to comply with or object to any notice served on a Chargor in respect of the Mortgaged Property, and
- (c) to take any action as the Facility Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

Each Chargor must immediately on request by the Facility Agent pay the costs and expenses of the Facility Agent or its agents and contractors incurred in connection with any action taken by it under this Subclause.

### **6. SECURITIES**

#### **6.1 General**

In this Clause:

**Company Investments** means:

- (a) all shares in any Original Guarantor Subsidiary (other than CML);
- (b) any dividend or interest paid or payable in relation to any shares in any Original Guarantor Subsidiary (other than CML); and
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

**SCL Investments** means:

- (a) all shares in CML;
- (b) any dividend or interest paid or payable in relation to any shares in any CML; and
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

#### **6.2 Deposit**

Each of the Company and SCL must.

- (a) deposit with the Facility Agent, or as the Facility Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any Company Investment or SCL Investment (as applicable); and
- (b) execute and deliver to the Facility Agent all share transfers and other documents which may be requested by the Facility Agent in order to enable the Facility Agent to obtain a fixed equitable charge over any Company Investment or SCL Investment (as applicable).

### **6.3 Changes to rights**

Neither the Company nor SCL shall take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Company Investments or SCL Investments (as applicable) being altered

### **6.4 Voting rights**

- (a) Before this Security becomes enforceable
  - (i) the voting rights, powers and other rights in respect of the Company Investments and the SCL Investments must (if exercisable by the Facility Agent) be exercised in any manner which the Company and/or SCL (as applicable) may direct in writing, and
  - (ii) all dividends or other income paid or payable in relation to any Company Investments or any SCL Investments must be paid to the General Account
- (b) Each of the Company and SCL (as applicable) must indemnify the Facility Agent against any loss or liability incurred by the Facility Agent as a consequence of the Facility Agent acting in respect of the Company Investments or the SCL Investments (as applicable) as permitted by this Deed on the direction of the Company or SCL (as applicable)
- (c) After this Security has become enforceable, the Facility Agent may exercise (in the name of the Company or SCL (as applicable) and without any further consent or authority on the part of such party) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Company Investment or SCL Investment (as applicable)

## **7. ACCOUNTS**

### **7.1 General**

In this Clause **Account Bank** means a person with whom an Account is maintained under the Credit Agreement.

### **7.2 Book debts and receipts**

- (a) Each Chargor must get in and realise its
  - (i) rent and other amounts due from tenants of the Mortgaged Property, and
  - (ii) book and other debts and other moneys due and owing to it,



in the ordinary course of its business.

- (b) Each Chargor must, except to the extent contemplated by any Management Agreement or Duty of Care Agreement or as the Facility Agent may otherwise agree, pay all the proceeds of the getting in and realisation into an Account in accordance with the Credit Agreement.
- (c) To the extent permitted under the Credit Agreement, each Chargor may withdraw such proceeds from that Account.

### **7.3 Exercise of Rights**

Except to the extent that Clause 15 (Bank Accounts) of the Credit Agreement provides otherwise, each Chargor will remain entitled to exercise all its rights, powers and discretions in respect of the Accounts and the Account Bank should continue to give notices in respect of the Accounts to such Chargor unless and until the Account Bank receives notice from the Facility Agent to the contrary stating that this Security has become enforceable in which event all such rights, powers and discretions will thereafter be exercisable by, and notices must be given to, the Facility Agent or as it directs. The Facility Agent will not give such notice to the Account Bank unless such Security has become enforceable.

### **7.4 Notice to Account Bank in respect of Rent Account**

The Company shall promptly service a notice of charge on the Account Bank in respect of the Rent Account substantially in the form of Part 1 of Schedule 5 (Form of Letter for Account Bank).

## **8. HEDGING**

- (a) The Company must:
  - (i) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (Form of Letter for Original Counterparty), on each Original Counterparty to a Hedging Arrangement; and
  - (ii) use reasonable endeavours to ensure that such Original Counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (Form of Letter for Original Counterparty).
- (b) Except to the extent that Subclause 8.3 (Hedging) of the Credit Agreement provides otherwise, the Company will remain entitled to exercise all its rights, powers and discretions under the Hedging Arrangements to which it is party and each Counterparty should continue to give notice under the Hedging Arrangements to the Company, unless and until such Counterparty receives notice from the Facility Agent to the contrary stating that this Security has become enforceable in which event all such rights, powers and discretions will thereafter be exercisable by, and notices will be given to, the Facility Agent or as it directs. The Facility Agent will not give such notice to any Counterparty unless this Security has become enforceable.

## **9. MANAGEMENT AGREEMENTS AND TESCO PLC GUARANTEE**

- (a) Each Chargor will remain entitled to exercise all its rights, powers and discretions under each Management Agreement to which it is party and each Managing Agent

should continue to give notices under such Management Agreement to such Chargor, unless and until such Managing Agent receives notice from the Facility Agent to the contrary stating that this Security has become enforceable in which event all such rights, powers and discretions will thereafter be exercisable by, and notices must be given to, the Facility Agent or as it directs. The Facility Agent will not give such notice to any Managing Agent unless this Security has become enforceable

- (b) Each Chargor will remain entitled to exercise all its rights, powers and discretions under the Tesco PLC Guarantee and Tesco PLC should continue to give notices under the Tesco PLC Guarantee to such Chargor.

## **10. INSURANCES**

- (a) Each Chargor will remain entitled to exercise all its rights, powers and discretions under each contract of insurance to which it is party and each insurer should continue to give notices under such contract of insurance to such Chargor, unless and until such insurer receives notice from the Facility Agent to the contrary stating that this Security has become enforceable in which event all such rights, powers and discretions will thereafter be exercisable by, and notices must be given to, the Facility Agent or as it directs. The Facility Agent will not give such notice to any insurer unless this Security has become enforceable
- (b) Each Chargor (other than Shopping Centres Limited or TBL (Bursledon) Limited) shall promptly serve a notice, substantially in the form of Part 1 of Schedule 7 (Notice to Insurer), on Zurich Insurance PLC in respect of Policy Number JM703342 (Property Damage/Loss of Rent/Terrorism)
- (c) TBL (Bursledon) Limited shall promptly serve a notice, substantially in the form of Part 1 of Schedule 7 (Notice to Insurer), on ACE European Group Limited in respect of Policy Number UKFRIC38309-14 (Property Damage and Loss of Rent)
- (d) TBL (Bursledon) Limited shall promptly serve a notice, substantially in the form of Part 1 of Schedule 7 (Notice to Insurer), on Lloyds in respect of Policy Number RQ1400194 (Terrorism)

## **11. WHEN SECURITY BECOMES ENFORCEABLE**

### **11.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs

### **11.2 Discretion**

After this Security has become enforceable, the Facility Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

### **11.3 Statutory powers**

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable

## **12. ENFORCEMENT OF SECURITY**

### **12.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date this Security becomes enforceable.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Facility Agent are extended so as to authorise the Facility Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Facility Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

### **12.2 No liability as mortgagee in possession**

Neither the Facility Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **12.3 Privileges**

Each Receiver and the Facility Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

### **12.4 Protection of third parties**

No person (including a purchaser) dealing with the Facility Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable,
- (b) whether any power which the Facility Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Finance Documents, or
- (d) how any money paid to the Facility Agent or to that Receiver is to be applied

### **12.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Facility Agent may
  - (i) redeem any prior Security Interest against any Security Asset; and/or
  - (ii) procure the transfer of that Security Interest to itself; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the relevant Chargor.

- (b) The Chargors must pay to the Facility Agent, immediately on demand, the costs and expenses incurred by the Facility Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### **12.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Facility Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it

### **13. RECEIVER**

#### **13.1 Appointment of Receiver**

- (a) Except as provided below, the Facility Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
  - (i) this Security has become enforceable, or
  - (ii) a Chargor so requests the Facility Agent in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Facility Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986
- (e) The Facility Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Facility Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

#### **13.2 Removal**

The Facility Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

#### **13.3 Remuneration**

The Facility Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

#### **13.4 Receiver as agent of the Chargors**

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed

by a mortgagee under the Act. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

- (b) No Finance Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### **13.5 Exercise of Receiver powers by the Facility Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Facility Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## **14. POWERS OF RECEIVER**

### **14.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes
  - (i) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986, and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

### **14.2 Possession**

A Receiver may take immediate possession of, get in and collect any Security Asset

### **14.3 Carry on business**

A Receiver may carry on any business of a Chargor in any manner he thinks fit

### **14.4 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by a Chargor

### **14.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

#### **14.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor

#### **14.7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)

#### **14.8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Security Asset.

#### **14.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit

#### **14.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

#### **14.11 Subsidiaries**

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Security Asset

#### **14.12 Delegation**

A Receiver may delegate his powers in accordance with this Deed

#### **14.13 Lending**

A Receiver may lend money or advance credit to any customer of any Chargor.

#### **14.14 Protection of assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit

#### **14.15 Other powers**

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of a Chargor for any of the above purposes.

#### **15. APPLICATION OF PROCEEDS**

Any moneys received by the Facility Agent or any Receiver after this Security has become enforceable must be applied in the following order of priority.

- (a) in or towards payment of all costs and expenses incurred by the Facility Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,
- (b) in or towards payment of the Secured Liabilities in accordance with the Credit Agreement; and
- (c) in payment of the surplus (if any) to the relevant Chargor or other person entitled to it by law.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Finance Party to recover any shortfall from any Chargor

#### **16. EXPENSES AND INDEMNITY**

The Chargors must.

- (a) immediately on demand pay all costs and expenses (including legal fees) reasonably incurred in connection with this Deed by any Finance Party, Receiver, attorney, manager, agent or other person appointed by the Facility Agent under this Deed including any arising from any actual or alleged

breach by any person of any law or regulation, whether relating to the environment or otherwise; and

- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

## **17. DELEGATION**

### **17.1 Power of Attorney**

The Facility Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

### **17.2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Facility Agent or any Receiver may think fit.

### **17.3 Liability**

Neither the Facility Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

## **18. FURTHER ASSURANCES**

- (a) Subject as provided below, each Chargor must, at its own expense, take whatever action the Facility Agent or a Receiver may require for

- (i) creating, perfecting or protecting any security intended to be created by this Deed, or
- (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Facility Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset if this Security has become enforceable

This includes

- (A) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Facility Agent or to its nominee, or
- (B) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Facility Agent may think expedient, subject to paragraphs (b) and (c) below

- (b) Nothing in this Clause will require a Chargor to accept a transfer of title to any Original Property the legal title to which is held by a Legal Owner save where (and only to the extent that) the provisions of subclause 20.6 (Title to Properties) of the Credit Agreement apply.



- (c) In exercising its rights under this Clause at any time prior to this Security became enforceable, the Facility Agent must act reasonably and subject to paragraph (b) above

## **19. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Facility Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take, whilst an Event of Default is outstanding, any action which that Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

## **20. MISCELLANEOUS**

### **20.1 Covenant to pay**

The Chargors must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

### **20.2 Tacking**

Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances)

### **20.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, the Finance Party may open a new account with a Chargor
- (b) If the Finance Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other account.
- (c) As from that time all payments made to the Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

### **20.4 Time deposits**

Without prejudice to any right of set-off any Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with any Finance Party within the Security Period when

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Finance Party considers appropriate

### **20.5 Notice of charge**

This Deed constitutes notice in writing by each Chargor to each other Chargor of the charge of each debt owed by each Chargor to each other Chargor.

**21. RELEASE**

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from this Security.

**22. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1****CHARGORS**

<b>Name of Chargor</b>	<b>Jurisdiction of Incorporation</b>	<b>Registration number (or equivalent, if any)</b>
Clifton Moor Limited	England and Wales	05268531
Shopping Centres Limited	England and Wales	2230056
TBL (Bromley) Limited	England and Wales	3840206
TBL (Bursledon) Limited	England and Wales	3854557
TBL (Bury) Limited	England and Wales	3854371
TBL (Lisnagelvin) Limited	England and Wales	3853983
TBL (Maidstone) Limited	England and Wales	3854615
TBL (Milton Keynes) Limited	England and Wales	3854370
TBL (Peterborough) Limited	England and Wales	3854623
Tesco BL Properties Limited	England and Wales	3863190

## **SCHEDULE 2**

### **REAL PROPERTY**

1. Land known as Clifton Moor Shopping Centre, York, Yorkshire registered at Land Registry under title number NYK75967.
2. Supermarket and petrol filling station, Three Mill Lane, Bromley-by-Bow registered at Land Registry under title number EGL321008
3. Tesco Store, Hamble Lane, Bursledon and land on the South West side of Bursledon Road, Eastleigh registered at Land Registry under title numbers HP328904 and HP314043
4. Land on the north side of Peel Way, Woodfields, Bury registered at Land Registry under title number GM721388
5. Land lying to the West of Grove Green Road, Grove Green, Weaving, Maidstone registered at Land Registry under title number K605363
6. Land and buildings on the south side of Chippenham Drive, Kingston, known as The Kingston Centre, Milton Keynes registered at Land Registry under title number BM181816
7. Serpentine Green, The Serpentine, Hampton Hargate, Peterborough registered at Land Registry under title number CB207806

**SCHEDULE 3**  
**SHARES IN SUBSIDIARIES**

<b>Chargor</b>	<b>Name and registered number of Original Guarantor Subsidiary</b>	<b>Number and class of shares</b>
Shopping Centres Limited	Clifton Moor Limited (registered number 05268531)	1,001 ordinary shares of £1 00
Tesco BL Properties Limited	Shopping Centres Limited (registered number 2230056)	500 C ordinary shares of £1 00 and 500 D ordinary shares of £1 00
Tesco BL Properties Limited	TBL (Bromley) Limited (registered number 3840206)	1 ordinary share of £1.00
Tesco BL Properties Limited	TBL (Bursledon) Limited (registered number 3854557)	1 ordinary share of £1 00
Tesco BL Properties Limited	TBL (Bury) Limited (registered number 3854371)	1 ordinary share of £1.00
Tesco BL Properties Limited	TBL (Maidstone) Limited (registered number 3854615)	1 ordinary share of £1.00
Tesco BL Properties Limited	TBL (Milton Keynes) Limited (registered number 3854370)	1 ordinary share of £1 00
Tesco BL Properties Limited	TBL (Peterborough) Limited (registered number 3854623)	1 ordinary share of £1.00
Tesco BL Properties Limited	TBL (Lisnagelvin) Limited (registered number 3853983)	1 ordinary share of £1.00

**SCHEDULE 4**

**FORM OF LETTER FOR OCCUPATIONAL TENANTS**

**PART 1**

**NOTICE TO OCCUPATIONAL TENANT FROM THE LEGAL OWNER**

To. [Occupational tenant]

[Date]

Dear Sirs,

Re. [PROPERTY]

Security Agreement dated [ ] September 2014 between, among others, [Legal Owner] and Landesbank Hessen-Thüringen Girozentrale, London Branch (the Security Agreement)

We refer to the lease dated [ ] and made between [ ] and [ ] (the Lease)

This letter constitutes notice to you that under the Security Agreement we have charged by way of first fixed charge to Landesbank Hessen-Thüringen Girozentrale, London Branch (as agent and trustee for the Finance Parties as referred to in the Security Agreement, the Facility Agent) all our rights under the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account with National Westminster Bank plc, Account No [ ] 2597, Sort Code [ ] (the Rent Account)

The instructions in this letter apply until you receive notice from the Facility Agent to the contrary and notwithstanding any previous instructions given by us

The instructions in this letter may not be revoked or amended without the prior written consent of the Facility Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Facility Agent at 3rd Floor, 95 Queen Victoria Street, London EC4V 4HN Attention. Credit Risk Management with a copy to ourselves

Yours faithfully,

For and on behalf of  
[LEGAL OWNER]

**PART 2**

**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To. Landesbank Hessen-Thüringen Girozentrale, London Branch  
3<sup>rd</sup> Floor  
95 Queen Victoria Street  
London EC4V 4HN

Attention: Credit Risk Management

[Date]

Dear Sirs,

Re [PROPERTY]

Security Agreement dated [ ] September 2014 between, among others, [Legal Owner]  
and Landesbank Hessen-Thüringen Girozentrale, London Branch

We confirm receipt from [Legal Owner] (the **Chargor**) of a notice dated [ ] (the **Notice**) in relation to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the **Chargor** under or in respect of the Lease (as defined in the Notice), and
- (b) must pay all rent and all other monies payable by us under the Lease into the Rent Account (as defined in the Notice), and
- (c) must continue to pay those monies into the Rent Account until we receive your written instructions to the contrary

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

..... ..  
For and on behalf of  
[OCCUPATIONAL TENANT ]

**SCHEDULE 5**

**FORM OF LETTER FOR ACCOUNT BANK**

**PART 1**

**NOTICE TO ACCOUNT BANK FROM THE COMPANY**

To. National Westminster Bank PLC

[Date]

Dear Sirs,

**Security Agreement dated [ ] September 2014 between, among others, Tesco BL Properties Limited (the Company) and Landesbank Hessen-Thüringen Girozentrale, London Branch (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged by way of first fixed charge in favour of Landesbank Hessen-Thüringen Girozentrale, London Branch (as agent and trustee for the Finance Parties as referred to in the Security Document, the **Facility Agent**) all our rights in respect of any amount standing to the credit of the following account maintained by us with you (the **Rent Account**)

Name of Account	Tesco BL Properties Limited – Rent Account
Account No	2597
Sort Code	

We irrevocably instruct and authorise you to.

- (a) disclose to the Facility Agent any information relating to the Rent Account requested from you by the Facility Agent;
- (b) comply with the terms of any written notice or instruction relating to the Rent Account received by you from the Facility Agent; and
- (c) pay or release any sum standing to the credit of the Rent Account in accordance with the written instructions of the Facility Agent

Without limiting the above, until you receive notice to the contrary from the Facility Agent, we may continue to operate the Rent Account.

We acknowledge that you may comply with the instructions in this letter without any further permission from us

The instructions in this letter may not be revoked or amended without the prior written consent of the Facility Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.



Please confirm your agreement to the above by sending the attached acknowledgement to the Facility Agent at 3rd Floor, 95 Queen Victoria Street, London EC4V 4HN Attention Credit Risk Management with a copy to ourselves

Yours faithfully,

.....  
(Authorised Signatory)  
Tesco BL Properties Limited

**PART 2**

**ACKNOWLEDGEMENT OF ACCOUNT BANK**

**[On the letterhead of the Account Bank]**

To: Landesbank Hessen-Thüringen Girozentrale, London Branch  
3rd Floor,  
95 Queen Victoria Street,  
London EC4V 4HN

Attention: Credit Risk Management

[Date]

Dear Sirs,

**Security Agreement dated [ ] September 2014 between, among others, Tesco BL Properties Limited (the Company) and Landesbank Hessen-Thüringen Girozentrale, London Branch**

We confirm receipt from the Company of the above notice (the Notice).

We confirm that we

- (d) accept the instructions contained in the Notice and agree to comply with the Notice,
- (e) have not received notice of the interest of any third party in the Rent Account,
- (f) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Rent Account; and
- (g) will not after we have received notice from you to that effect permit any amount to be withdrawn from the Rent Account without your prior written consent

We note that, until we receive notice to the contrary from you, we may continue to operate the Rent Account in accordance with the instructions of the Company

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

.. . . .  
(Authorised signatory)  
National Westminster Bank PLC

**SCHEDULE 6**

**FORM OF LETTER FOR ORIGINAL COUNTERPARTY**

**PART 1**

**NOTICE TO ORIGINAL COUNTERPARTY FROM THE COMPANY**

To. [Original Counterparty]

[Date]

Dear Sirs,

**Security Agreement dated [ ] September 2014 between, among others, Tesco BL Properties Limited (the Company) and Landesbank Hessen-Thüringen Girozentrale, London Branch (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to Landesbank Hessen-Thüringen Girozentrale, London Branch (as agent and trustee for the Finance Parties as referred to in the Security Agreement, the **Facility Agent**) all our rights under any hedging arrangements between yourselves and ourselves (the **Hedging Arrangements**).

We irrevocably instruct and authorise you to:

- (a) disclose to the Facility Agent without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Hedging Arrangements which the Facility Agent may request from you;
- (b) pay any sum payable by you under the Hedging Arrangements to our account with National Westminster Bank plc, Sort Code [REDACTED], Account No. [REDACTED] 2597 (the **Rent Account**); and
- (c) until you receive notice to the contrary from the Facility Agent, the Company may continue to exercise all its rights, powers and discretions under the Hedging Arrangements.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Facility Agent at 3rd Floor, 95 Queen Victoria Street, London EC4V 4HN Attention: Credit Risk Management with a copy to ourselves

Yours faithfully,

.. ..  
(Authorised signatory)  
TESCO BL PROPERTIES LIMITED

**PART 2**

**ACKNOWLEDGEMENT OF ORIGINAL COUNTERPARTY**

To: Landesbank Hessen-Thüringen Girozentrale, London Branch  
3rd Floor,  
95 Queen Victoria Street,  
London EC4V 4HN  
as Facility Agent

Attention Credit Risk Management

[Date]

Dear Sirs,

**Security Agreement dated [ ] September 2014 between, among others, Tesco BL Properties Limited (the Company) and Landesbank Hessen-Thüringen Girozentrale, London Branch (the Security Agreement)**

We confirm receipt from the Company of a notice dated [ ] (the Notice) of an assignment by way of security upon the terms of the Security Agreement of all the Company's rights under the Hedging Arrangements (as defined in the Notice)

We confirm that we

- (a) have not received notice of the interest of any third party in such Hedging Arrangements,
- (b) will pay any amount payable by us under such Hedging Arrangements to the Rent Account (as defined in the Notice)

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

... ..  
(Authorised signatory)  
[ ]

**SCHEDULE 7**

**FORM OF LETTER FOR INSURER**

**PART 1**

**NOTICE TO INSURER**

To: [Name of Insurer]

[Date]

Dear Sirs,

**Security Agreement dated September 2014 between, among others, Tesco BL Properties Limited and Landesbank Hessen-Thüringen Girozentrale, London Branch (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement each of us has assigned by way of security to Landesbank Hessen-Thüringen Girozentrale, London Branch (as agent and trustee for the Finance Parties as referred to in the Security Agreement, the **Facility Agent**) all our rights under the following insurance policy (the **Policy**).

Insured: [names of insured]

Insurers: [names of insurers]

Policy Number [policy number]

We irrevocably instruct and authorise you to:

- (a) disclose to the Facility Agent without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Policy which the Facility Agent may request from you,
- (b) pay any sum payable by you under the Policy to the account of Tesco BL Properties Limited with National Westminster Bank plc, Sort Code [REDACTED], Account No [REDACTED] 2597 (the **Rent Account**), and
- (c) until you receive notice to the contrary from the Facility Agent, each of us may continue to exercise all our rights, powers and discretions under the Policy

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Facility Agent at 3rd Floor, 95 Queen Victoria Street, London EC4V 4HN Attention Credit Risk Management with a copy to ourselves.

Yours faithfully,

. . . . .  
For and on behalf of each of  
TESCO BL PROPERTIES LIMITED  
CLIFTON MOOR LIMITED  
TBL (BROMLEY) LIMITED  
TBL (BURY) LIMITED  
TBL (LISNAGELVIN) LIMITED  
TBL (MAIDSTONE) LIMITED  
TBL (MILTON KEYNES) LIMITED  
TBL (PETERBOROUGH) LIMITED<sup>1</sup>

. . . . .  
For and on behalf of  
TBL (BURSLEDON) LIMITED<sup>2</sup>

---

<sup>1</sup> For Policy Number JM703342 with Zurich Insurance PLC

<sup>2</sup> For Policy Number UKFRIC38309-14 with ACE European Group Limited and Policy Number RQ1400194 with Lloyds

## **PART 2**

### **ACKNOWLEDGEMENT OF INSURER**

To: Landesbank Hessen-Thüringen Girozentrale, London Branch  
3rd Floor,  
95 Queen Victoria Street,  
London EC4V 4HN

Attention: Credit Risk Management

[Date]

Dear Sirs,  
**Security Agreement dated September 2014 between, among others, Tesco BL Properties Limited and Landesbank Hessen-Thüringen Girozentrale, London Branch (the Security Agreement)**

We confirm receipt of the above notice dated September 2014 (the Notice) of an assignment by way of security upon the terms of the Security Agreement of rights under the Policy (as defined in the Notice)

We confirm that we:

- (a) have not received notice of the interest of any third party in such Policy,
- (b) will pay any amount payable by us under such Policy to the Rent Account (as defined in the Notice).

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.. ..  
(Authorised signatory)  
[Name of Insurer]

**SIGNATORIES**

**Chargors**

**EXECUTED AS A DEED by )**  
**TESCO BL PROPERTIES )**  
**LIMITED acting by a Director )**

.....  
Director

In the presence of.

Witness's signature

Name **ANDREW MORRIS**

Address **ADELAIDE HOUSE**  
**LONDON BRIDGE**  
**EC4R 9HA**

**EXECUTED AS A DEED by )**  
**CLIFTON MOOR LIMITED )**  
acting by a Director )

.....  
Director

In the presence of.

Witness's signature

Name **ANDREW MORRIS**

Address **ADELAIDE HOUSE**  
**LONDON BRIDGE**  
**EC4R 9HA .**

**EXECUTED AS A DEED by )**  
**SHOPPING CENTRES )**  
**LIMITED )**  
acting by a Director )

.... ..  
Director

In the presence of

Witness's signature

Name **ANDREW MORRIS**

Address **ADELAIDE HOUSE**  
**LONDON BRIDGE**  
**EC4R 9HA**



EXECUTED AS A DEED by )  
TBL (BROMLEY) LIMITED )  
acting by a Director )

.....  
Director

In the presence of:

Witness's signature

Name ANDREW MORRIS

Address ADELAIDE HOUSE  
LONDON BRIDGE  
EC4R 9HA

EXECUTED AS A DEED by )  
TBL (BURSLEDON) LIMITED )  
acting by a Director )

.....  
Director

In the presence of

Witness's signature

Name: ANDREW MORRIS

Address ADELAIDE HOUSE  
LONDON BRIDGE  
EC4R 9HA.

EXECUTED AS A DEED by )  
TBL (BURY) LIMITED )  
acting by a Director )

.....  
Director

In the presence of

Witness's signature

Name: ANDREW MORRIS

Address. ADELAIDE HOUSE  
LONDON BRIDGE  
EC4R 9HA.

EXECUTED AS A DEED by )  
TBL (LISNAGELVIN) )  
LIMITED acting by a Director )

Director

In the presence of

Witness's signature:

Name ANDREW MORRIS

Address. ADELAIDE HOUSE  
LONDON BRIDGE  
E14 9HA

EXECUTED AS A DEED by )  
TBL (MAIDSTONE) LIMITED )  
acting by a Director )

Director

In the presence of

Witness's signature:

Name. ANDREW MORRIS

Address. ADELAIDE HOUSE  
LONDON BRIDGE  
E14 9HA

EXECUTED AS A DEED by )  
TBL (MILTON KEYNES) )  
LIMITED )  
acting by a Director )

Director

In the presence of

Witness's signature

Name ANDREW MORRIS

Address ADELAIDE HOUSE  
LONDON BRIDGE  
E14 9HA.

**EXECUTED AS A DEED by** )  
**TBL (PETERBOROUGH)** )  
**LIMITED** )  
acting by a Director )

Director

In the presence of

Witness's signature

Name

Address.

ANDREW MORRIS  
ADELAIDE HOUSE  
LONDON BRIDGE  
EC4R 9HA

**Facility Agent**

**LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH**

By