



Registration of a Charge

Company name: **TBL (Bromley) Limited**

Company number: **03840206**



X4JCVGV5

Received for Electronic Filing: **03/11/2015**

Details of Charge

Date of creation: **02/11/2015**

Charge code: **0384 0206 0004**

Persons entitled: **LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH**

Brief description: **THE FREEHOLD LAND BEING EMPRESS WHARF, MILL LANE, BROMLEY-BY-BOW AND THE FREEHOLD LAND BEING LAND AND BUILDINGS TO THE NORTH OF IMPERIAL STREET AND THE FREEHOLD LAND BEING LAND AT THREE MILL LANE SITE, POPLAR BEING THE FREEHOLD LAND REGISTERED AT LAND REGISTRY WITH TITLE NUMBERS NGL394595, EGL197650 AND EGL317622 BEING THE LAND MORE PARTICULARLY DESCRIBED IN A TRANSFER DATED 19 MARCH 2015 AND MADE BETWEEN TESCO STORES LIMITED (1) AND TBL (BROMLEY) LIMITED (2).**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3840206

Charge code: 0384 0206 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd November 2015 and created by TBL (Bromley) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2015 .

Given at Companies House, Cardiff on 4th November 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SUPPLEMENTAL SECURITY AGREEMENT

DATED 2 November 2015

TBL (BROMLEY) LIMITED

and

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH
as Facility Agent

relating to
a £325,000,000 facility for TBL Properties Limited
(previously Tesco BL Properties Limited)

FOR THE FACILITY AGENT:
ADDLESHAW GODDARD LLP

FOR THE CHARGOR:
BERWIN LEIGHTON PAISNER LLP



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THIS DEED is dated 2 November 2015 and is made BETWEEN:

- (1) **TBL (BROMLEY) LIMITED** (registered in England and Wales with company number 3840206) (the **Chargor**); and
- (2) **LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH** as agent and trustee for the Finance Parties (the **Facility Agent**).

BACKGROUND:

- (A) Pursuant to a Security Agreement dated 10 September 2014 (the **Original Security Agreement**) between the Chargor, the Facility Agent and others, the Chargor charged by way of first fixed charge and first floating charge certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) In accordance with the Credit Agreement, the Chargor has acquired the property specified in the Schedule (*Real Property*) and, accordingly, the Chargor has agreed to enter into this Deed in connection with the Credit Agreement.
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) 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

- (a) Capitalised terms defined in the Original Security 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 assets.
- (d) Any covenant of the 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 the 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) The Chargor charges by way of first legal mortgage the property specified in the Schedule (*Real Property*).
- (b) A reference in this Subclause to a 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.

2.3 Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Facility Agent by way of security the assets relating to the property specified in the Schedule and referred to in Clauses 2.3 (Securities) to 2.9 (Other Contracts) of the Original Security Agreement; and
- (b) it has charged in favour of the Facility Agent by way of first floating charge all its assets not so charged by way of first fixed charge.

3. INCORPORATION

The provisions of Clauses 3 (*Representations and warranties*) to 21 (*Release*) (inclusive) (other than Clause 5.8 (*Land Registry*)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

4. LAND REGISTRY

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to the property specified in the Schedule (*Real 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] 2015 in favour of Landesbank Hessen-Thüringen Girozentrale, London Branch referred to in the charges register or their conveyancer."

5. CONTINUATION

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.
- (c) This Deed is designated a Finance Document.

6. 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

REAL PROPERTY

The freehold land being Empress Wharf, Mill Lane, Bromley-by-Bow and the freehold land being land and buildings to the north of Imperial Street and the freehold land being land at Three Mill Lane site, Poplar being the freehold land registered at Land Registry with title numbers NGL394595, EGL197650 and EGL317622 being the land more particularly described in a transfer dated 19 March 2015 and made between Tesco Stores Limited (1) and TBL (Bromley) Limited (2).

SIGNATORIES

Chargor

EXECUTED AS A DEED by)
TBL (Bromley) Limited)
acting by a Director)

[Redacted Signature]
Director

In the presence of:

Witness's signature:

[Redacted Signature]

Name: CORINNE ARUWAPPU

Address: WORK HOUSE, 45 SEYMOUR STREET, LONDON, W1H 7LY, UK

The Facility Agent

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, LONDON BRANCH

By:

[Redacted Signature]

[Redacted Signature]