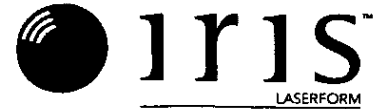


MG01

Particulars of a mortgage or charge

222267/260 01P 65



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 company. To do this, please use form MG01s.

THURSDAY



A26

AQQSNG9U

31/12/2009

175

COMPANIES HOUSE

1

Company details

Company number

0 3 8 5 4 3 7 2

Company name in full

TBL (Ferndown) Limited (the **Chargor**)

For official use

2

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

d2 d3 m1 m2 y2 y0 y0 y9

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

A security agreement dated 23 December 2009 between, among others, the **Chargor** and Eurohypo AG, London Branch (the **Facility Agent**) as agent and trustee for the Finance Parties (as defined below) (the **Deed**).

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 capacity whatsoever) of each Obligor (as defined below) to any Finance Party under each Finance Document (as defined below) (the **Secured Liabilities**).

Continuation page

Please use a continuation page if you need to enter more details.

MG01

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 Eurohypo AG, London Branch

Address 4th Floor, 90 Long Acre

London

Postcode W C 2 E 9 R 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 the attached continuation sheets.

MG01

Particulars of a mortgage or charge

7 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.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X *Alan & Cheryl Ltd* 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 **Fiyin Fayeye**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

London

E1 6AD

Post town **FIYF 0041863-0000522 BK:13014663**

County/Region

Postcode **E 1 6 A D**

Country

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed:

- (i) is created in favour of the Facility Agent;
- (ii) is created over present and future assets of the Chargor;
- (iii) is 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 the Deed on trust for the Finance Parties.

1.2 Land

(a) The Chargor charges 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 2 (Real Property) to the Deed (as replicated in Schedule 1 (Real Property) to this Form MG01).

(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.

1.3 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 subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(i) any dividend or interest paid or payable in relation to it; and</p> <p>(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.</p>	
	1.4 Plant and machinery	<p>The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.</p>
	1.5 Credit balances	<p>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 the Deed) it has with any person and the debt represented by it.</p>
	1.6 Book debts etc.	<p>The Chargor charges by way of a first fixed charge:</p> <p>(a) all of its book and other debts;</p> <p>(b) all other moneys due and owing to it; and</p> <p>(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.</p>
	1.7 Insurances	<p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:</p> <p>(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</p> <p>(b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance.</p>
	1.8 Hedging	<p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Arrangements.</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>1.9 Other contracts</p> <p>(a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:</p> <ul style="list-style-type: none"> (i) under the Tesco Rent Guarantee; (ii) under each Lease Document; (iii) in respect of all Rental Income; (iv) under any guarantee of Rental Income contained in or relating to any Lease Document; (v) under the Management Agreement; (vi) under any agreement relating to the purchase of a Property by that Chargor; and (vii) 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 this clause. <p>(b) To the extent that its rights under the Tesco Rent Guarantee are not effectively assigned under paragraph (a) above, each Chargor:</p> <ul style="list-style-type: none"> (i) charges by way of a first fixed charge all of its rights under the Tesco Rent Guarantee; and (ii) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights to all monies payable and all monies paid to it under or in respect of the Tesco Rent Guarantee. <p>1.10 Miscellaneous</p> <p>The Chargor charges by way of first fixed charge:</p> <ul style="list-style-type: none"> (a) any beneficial interest, claim or entitlement it has in any pension fund; (b) its goodwill; (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset; (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 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(e) its uncalled capital.</p> <p>1.11 Floating charge</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 this subclause 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 1A the Insolvency Act 1986.</p> <p>(d) The floating charge created by this subclause 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> <p>(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.</p> <p>2. RESTRICTIONS ON DEALINGS</p> <p>2.1 Security</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 the Security).</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

2.2 Disposals

Except as expressly allowed in the Credit Agreement, the Chargor may not 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 the Deed.

DEFINITIONS:

In this Form MG01:

Accession Agreement means a Counterparty Accession Agreement or a Guarantor Accession Agreement.

Additional Counterparty means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement.

Additional Property 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 first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on that Additional Property.

Additional Subsidiary Guarantor means a member of the Group which becomes a Subsidiary Guarantor after the date of the Credit Agreement.

Administrative Party means a Mandated Lead Arranger or the Facility Agent.

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property.

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

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

Counterparty means an Original Counterparty or an Additional Counterparty.

Counterparty Accession Agreement means a letter, substantially in the form of part 3 (Form of Counterparty Accession Agreement) of schedule 5 (Forms of accession documents) to the Credit Agreement, with such amendments as the Facility Agent may approve (such approval not to be unreasonably withheld or delayed) or reasonably require.

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Credit Agreement means the £315,000,000 credit agreement dated 21 December 2009 between (among others) the Company and the Facility Agent.</p> <p>Direct Shareholder means Tesco BL Holdings Limited (registered number 03837311).</p> <p>Direct Shareholder's Security Agreement means a charge over the shares of the Company and assignment of shareholder's subordinated debt substantially in the form of schedule 9 (Form of Direct Shareholder's Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve (such approval not to be unreasonably withheld or delayed) or reasonably require.</p> <p>Distributable Cash means, on any date, the aggregate amount standing on that date to the credit of the General Account.</p> <p>Event of Default means an event or circumstance specified as such in clause 21 (Default) of the Credit Agreement.</p> <p>Facility means the credit facility made available under the Credit Agreement.</p> <p>Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement.</p> <p>Finance Document means:</p> <ul style="list-style-type: none"> (a) the Credit Agreement; (b) a Security Document; (c) any Hedging Arrangement; (d) a Subordination Agreement; (e) a Fee Letter; (f) a Resignation Request; (g) a Transfer Certificate; (h) an Accession Agreement; or (i) any other document designated as such by the Facility Agent and the Company. <p>Finance Party means a Lender, a Counterparty or an Administrative Party.</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

General Account means the account designated as such under the terms of the Credit Agreement.

Group means the Company and its Subsidiaries (other than its Unrestricted Subsidiaries).

Guarantor Accession Agreement means a letter, substantially in the form of part 2 (Form of Subsidiary Guarantor Accession Agreement) of schedule 5 (Forms of accession documents) to the Credit Agreement, with such amendments as the Facility Agent may approve (such approval not to be unreasonably withheld or delayed) or reasonably require.

Hedging Arrangement means any interest hedging arrangement entered into by the Company in connection with interest payable under the Credit Agreement.

Jersey Obligor means a Transaction Obligor incorporated under the laws of the Island of Jersey.

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 Company.

Legal Owner means:

- (a) in relation to an Original Property, the person listed opposite that Property under the heading "Legal Owner" in part 2 of Schedule 1 (Original Parties and Properties) to the Credit Agreement and identified in Part 1 (Legal Owners) of Schedule 2 to this Form MG01; 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 subclause 29.2 (Assignments and transfers by Lenders) of the Credit Agreement.

Managing Agent means GVA Grimley Limited or any other managing agent appointed by the Company in respect of a Property with the approval of the Facility Agent (such approval not to be unreasonably withheld or delayed).

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Management Agreement means a management agreement between, among others, the Company 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 Eurohypo AG, London Branch, Abbey National Treasury Services plc, Calyon, Landesbank Hessen-Thüringen Girozentrale, London Branch or Nationwide Building Society as an arranger.

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

Northern Irish Property means a Property situated in Northern Ireland.

Northern Irish Security Agreement means a security agreement entered into or to be entered by a legal owner of a Northern Irish Property in favour of the Facility Agent or a security agreement entered into or to be entered by a beneficial owner of a Northern Irish Property in favour of the Facility Agent, in each case, on such terms as the Facility Agent may approve (such approval not to be unreasonably withheld or delayed) or reasonably require.

Obligor means the Company or a Subsidiary Guarantor.

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 Abbey National Treasury Services plc or Calyon as a counterparty to certain hedging arrangements.

Original Lender means Eurohypo AG, London Branch, Abbey National Treasury Services plc, Calyon, Landesbank Hessen-Thüringen Girozentrale, London Branch or Nationwide Building Society as a lender.

Original Property means each property listed in part 2 (Original Properties) of schedule 1 (Original Parties and Properties) to the Credit Agreement as described in a Security Document and, where the context so requires, includes the buildings on that Original Property.

Original Subsidiary Guarantor means a Subsidiary of the Company listed in part 1 of Schedule 1 (Original Parties and Properties) to the Credit Agreement and replicated in Part 2 (Original Subsidiary Guarantors) of Schedule 2 to this Form MG01.

Property means an Original Property or an Additional Property.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Obligor 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 an Obligor;
- (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 an Obligor.

Resignation Request means a letter in the form of schedule 6 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Facility Agent may approve (such approval not to be unreasonably withheld or delayed) or reasonably require.

Security means any security created by the Deed.

Security Agreement means a security agreement in the form of schedule 8 (Form of Obligor Security Agreement) to the Credit Agreement or in the form of schedule 10 (Form of Legal Owner Security Agreement) to the Credit Agreement, in each case, with such amendments as the Facility Agent may approve (such approval not to be unreasonably withheld or delayed) or reasonably require.

Security Assets means all assets of the Chargor the subject of any security created by the Deed.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Security Document means:

- (a) a Security Agreement;
- (b) the Direct Shareholder's Security Agreement;
- (c) a Northern Irish Security Agreement;
- (d) a Supplemental Security Agreement;
- (e) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents; or
- (f) any other document designated as such by the Facility Agent and the Company.

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

Subordinated Debt, in relation to the Direct Shareholder, has the meaning given to it in the Subordination Agreement.

Subordination Agreement means a subordination agreement, substantially in the form of schedule 11 (Form of Subordination Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve (such approval not to be unreasonably withheld or delayed) or reasonably require.

Subsidiary means:

- (a) (i) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (ii) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006; or
- (b) in relation to any Jersey Obligor, a subsidiary within the meaning of Articles 2 and 2A of the Companies (Jersey) Law, 1991.

Subsidiary Guarantor means an Original Subsidiary Guarantor or an Additional Subsidiary Guarantor.

Supplemental Security Agreement means a supplemental security agreement in the form of schedule 12 (Form of Supplemental Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve (such approval not to be unreasonably withheld or delayed) or reasonably require.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Tenant Contributions means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of:

- (a) contribution to:
 - (i) insurance premia;
 - (ii) the cost of an insurance valuation;
 - (iii) a service charge in respect of an Obligor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
 - (iv) a sinking fund; or
- (b) value added tax or similar taxes.

Tesco means Tesco PLC (registered no. 0445790).

Tesco Rent Guarantee means the guarantee dated on or about (but prior to) the Utilisation Date between Tesco, the Original Subsidiary Guarantors and the Company under which (amongst other things) Tesco guarantees rental payments by Tesco Tenants.

Tesco Tenant means each tenant under a Lease Document which is a Subsidiary of Tesco and whose rental payments under that Lease Document are guaranteed by Tesco pursuant to the Tesco Rent Guarantee.

Transaction Obligor means:

- (a) an Obligor;
- (b) the Direct Shareholder;
- (c) a Legal Owner; or
- (d) any other person designated as such by the Facility Agent and the Company.

Transfer Certificate means a certificate, substantially in the form of part 1 (Transfers by Novation) of schedule 5 (Forms of accession documents) to the Credit Agreement with such amendments as the Facility Agent may approve (such approval not to be unreasonably withheld or delayed) or reasonably require or any other form agreed between the Facility Agent and the Company.

Unrestricted Subsidiary means a Subsidiary of the Company:

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- (a) which is a limited liability company;
- (b) the acquisition cost of which is funded solely from Distributable Cash or from Subordinated Debt;
- (c) whose ongoing funding requirements are not funded directly or indirectly (in whole or in part) by any member of the Group other than from Distributable Cash;
- (d) none of whose indebtedness is directly or indirectly guaranteed, indemnified or otherwise supported by any commitment or letter of comfort from any member of the Group; and
- (e) which has been designated as an Unrestricted Subsidiary by not less than a 10 Business Days' prior notice from the Company to the Facility Agent,

Utilisation Date means the date on which the Facility is utilised.

BK:12903137.6

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">REAL PROPERTY</p> <ol style="list-style-type: none"> 1. Land on the north side of Peel Way, Woodfields, Bury registered at Land Registry under title number GM721388. 2. 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. 3. Serpentine Green, The Serpentine, Hampton Hargate, Peterborough registered at Land Registry under title number CB207806. 4. Supermarket and petrol filling station, Three Mill Lane, Bromley-by-Bow registered at Land Registry under title number EGL321008. 5. 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. 6. Tesco store and land lying to the west of North Circular Road, Neasden registered at Land Registry under title number NGL657130. 7. Land known as The Ferndown Centre, Ringwood Road, Wimborne, Dorset registered at Land Registry under title number DT166941. 8. 511 to 517 (odd) Ringwood Road, Ferndown registered at Land Registry under title number DT164703. 9. Land lying to the West of Grove Green Road, Grove Green, Weavering, Maidstone registered at Land Registry under title number K605363. <p style="text-align: center;">Page 13 of 15</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

SCHEDULE 2

Part 1

LEGAL OWNERS

Name of Legal Owner	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
Tesco Stores Limited	England and Wales	0519500
Tesco Property Holdings Limited	England and Wales	2353133
B.L.C.T. (12697) Limited	Jersey	68807
B.L.C.T. (38600) Limited	Jersey	68770
B.L.C.T. (30035) Limited	Jersey	68765
B.L.C.T. (17530) Limited	Jersey	68803
B.L.C.T. (29900) Limited	Jersey	68824

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Part 2

ORIGINAL SUBSIDIARY GUARANTORS

Name of Original Subsidiary Guarantor	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
TBL (Bury) Limited	England and Wales	3854371
TBL (Lisnagelvin) Limited	England and Wales	3853983
TBL (Milton Keynes) Limited	England and Wales	3854370
TBL (Peterborough) Limited	England and Wales	3854623
TBL (Bromley) Limited	England and Wales	3840206
TBL (Bursledon) Limited	England and Wales	3854557
TBL (Brent Park) Limited	England and Wales	3852947
TBL (Ferndown) Limited	England and Wales	3854372
TBL (Maidstone) Limited	England and Wales	3854615

BK:12903137.6



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3854372
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 23
DECEMBER 2009 AND CREATED BY TBL (FERNDOWN)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE
COMPANIES NAMED THEREIN 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 31 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2010

P. Selb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES