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CHFP131

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name of
Company

COMPANIES FORM No. 395 Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use: Company number



4966635

Name of company

Tesco Property (Nominees) (No.2) Limited (the "Company")

Date of creation of the charge

28 February 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental Nominees Deed of Charge dated 28 February 2006 (the "Supplemental Nominees Deed of Charge") between, among others, the Company and HSBC Trustee (C.I.) Limited as Borrower Security Trustee (as defined below).

Amount secured by the mortgage or charge

The payment and discharge of all the Borrower Secured Obligations.

A list of defined terms used in this form 395 is set out in Schedule 2.

Names and addresses of the mortgagees or persons entitled to the charge

HSBC Trustee (C.I.) Limited, whose principal office is at 1 Grenville Street, St Helier, Jersey

Postcode JE4 9PF

Presentor's name address and
reference (if any):
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel: 020 7760 1000
DBAT/T0273/00615 - 5108678

Time critical reference

For official Use
Mortgage Section

Post room

LD2
COMPANIES HOUSE

LUXUPDOY

372
13/03/2006

Short particulars of all the property mortgaged or charged

Please see Schedule 1.

A list of defined terms used in this form 395 is set out in Schedule 2.

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Particulars as to commission allowance or discount (note 3)

None

A fee is
payable to
Companies
House in
respect of each
register entry
for a mortgage
or charge.
(see Note 5)

Signed *Berwin Leighton Porter LLP* Date *9th March 2006*

On behalf of [company] [mortgagee/chargee][□]

[□]delete as
appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg. "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ.

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Particulars of a mortgage or charge (continued)

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Continuation sheet No _____
to Form No 395 and 410 (Scot)

Please complete
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Company Number

4966635

Name of Company

Tesco Property (Nominees) (No. 2) Limited (the "Company")

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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lettering

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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**SCHEDULES TO FORM 395 RELATING TO THE SUPPLEMENTAL NOMINEES DEED OF
CHARGE ENTERED INTO BY TESCO PROPERTY (NOMINEES) (NO.2) LIMITED (COMPANY
NO: 4966635) DATED 28 FEBRUARY 2006**

Please complete
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SCHEDULE 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The Company, as continuing security for the payment and discharge of all the Borrower Secured Obligations, and in addition to that granted under the Nominees Deed of Charge, charges, by way of first legal mortgage, with full title guarantee in favour of the Borrower Security Trustee (as trustee for the Borrower Secured Creditors) the Benefit of any Interest the Company holds from time to time in and to (to the extent of the Company's interest) all the property specified in appendix 1 to this form.

SCHEDULE 2

Definitions

In this form 395:

"Account Bank" means HSBC Bank plc in its capacity as account bank, acting through its office at 8 Canada Square, London E14 5HQ, or such other substitute Account Bank appointed as the account bank of the Issuer and the Borrower from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement;

"Account Bank and Cash management Agreement" means the agreement so named dated 7 April 2004 between the Issuer, the Borrower, the Account Bank, the Cash Manager, the Borrower Security Trustee and the Bond Trustee;

"Agency Agreement" means the agreement so named dated 7 April 2004 between the Issuer, the Agents and the Bond Trustee;

"Agent Bank" means HSBC Bank plc in its capacity as agent bank acting through its office at 8 Canada Square, London E14 5HQ in accordance with the terms of the Agency Agreement or such other entity or entities appointed as agent bank from time to time subject to and in accordance with the Agency Agreement;

"Agents" means the Agent Bank and the Paying Agents and **"Agent"** means any one of them;

"Agreement for Sale" or **"Agreement for Sale and Leaseback"** means, an agreement for sale dated 24 November 2003 and made between the General Partner, Tesco Property Partner (No. 1) Limited and the Nominees;

"Ancillary Rights" means in relation to an Interest, all ancillary rights, accretions and supplements to such Interest, including any guarantees or indemnities in respect of such Interest;

"Beneficiary" means the General Partner as the general partner of the Borrower in its capacity as the beneficiary under the Beneficiary Undertaking;

"Beneficiary Undertaking" means a beneficiary undertaking given by the Borrower in favour of the Borrower Security Trustee, dated on or about 7 April 2004.

"Benefit" in respect of any Interest held, assigned, conveyed, transferred, charged, sold or disposed of by any person means:

- (a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Interest and all Ancillary Rights in respect of such Interest;
- (b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Interest or its Ancillary Rights and the right to receive payment of such monies

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Particulars of a mortgage or charge (continued)

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Continuation sheet No. _____
to Form No 395 and 410 (Scot)

Company Number

4966635

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Name of Company

* delete if
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Tesco Property (Nominees) (No.2) Limited (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete
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and proceeds and all payments made including, in respect of any bank account all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account;

- (c) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such Interest or its Ancillary Rights;
- (d) the benefit of all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such Interest or its Ancillary Rights, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Interest or its Ancillary Rights; and
- (e) all items expressed to be held on trust for such person under or comprised in any such Interest or its Ancillary Rights, all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such interest and its Ancillary Rights, all rights of action in respect of any breach of or in connection with any such Interest and its Ancillary Rights and all rights to receive damages or obtain other relief in respect of such breach;

"Bondholders" means the Class A Bondholders and the Class B Bondholders and, if and to the extent that any New Bonds are issued, includes the holders of any New Bonds;

"Bonds" means the Class A Bonds, the Class B1 Bonds and the Class B2 Bonds, unless the context otherwise requires, to the extent New Bonds are issued, includes the holders of any New Bonds and **"Bond"** means any one of them;

"Bond Trustee" means HSBC Trustee (C.I.) Limited in its capacity as Bond Trustee under the Trust Deed or such other entity or entities appointed as bond trustee from time to time subject to and in accordance with the Trust Deed;

"Borrower" means The Tesco Property Limited Partnership, a limited partnership established in England and Wales with registered number LP9052;

"Borrower Charged Property" means the Partnership Charged Property, the GP Charged Property, the Nominees Charged Property and the Nominees HoldCo Charged Property;

"Borrower Deed of Charge" means the deed so named dated 7 April 2004 between, *inter alios*, the Borrower, the General Partner and the Borrower Security Trustee and includes, where the context so admits, any further or supplemental deed, charge or security granted pursuant thereto;

"Borrower Secured Creditors" means the secured parties under the Borrower Security Documents, namely:

- (a) the Borrower Security Trustee (for itself and for and on behalf of the Borrower Secured Creditors);
- (b) the Issuer;
- (c) the Cash Manager;
- (d) the Account Bank;
- (e) the Liquidity Facility Provider;
- (f) the Nominees/Nominees HoldCo Corporate Services Provider;
- (g) the Operator;
- (h) the Nominees;
- (i) the Property Pool Manager;
- (j) any Receiver appointed under the Borrower Security Documents; and

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Particulars of a mortgage or charge (continued)

Please do not write
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Continuation sheet No _____
to Form No 395 and 410 (Scot)

Company Number

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Tesco Property (Nominees) (No.2) Limited (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

- (k) any other creditor who accedes to the Borrower Deed of Charge from time to time in accordance with its terms and is designated a Borrower Secured Creditor;

"Borrower Secured Obligations" means the aggregate of:

- (a) all present and future monies, obligations and Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which from time to time are or may become due, owing or payable by the Borrower to each, some or any of the Borrower Secured Creditors under the Borrower Transaction Documents;
- (b) all present and future monies, obligations and Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which from time to time are or may become due, owing or payable by the Nominees to each, some or any of the Borrower Secured Creditors under the Borrower Transaction Documents;
- (c) all present and future monies, obligations and Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which from time to time are or may become due, owing or payable by Nominees HoldCo to each, some or any of the Borrower Secured Creditors under the Borrower Transaction Documents; and
- (d) all present and future monies, obligations and Liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) which from time to time are or may become due, owing or payable by the General Partner to each, some or any of the Borrower Secured Creditors under the Borrower Transaction Documents;

"Borrower Security Documents" means:

- (a) the Borrower Deed of Charge;
- (b) the Nominees Deed of Charge;
- (c) the Nominees HoldCo Deed of Charge;
- (d) any power of attorney executed and delivered by the Borrower, the General Partner, the Nominees and Nominees HoldCo respectively pursuant to the terms of any Borrower Security Document; and

any other document or instrument granted in favour of the Borrower Security Trustee (on behalf of the Borrower Secured Creditors) creating or evidencing the security for all or any part of the Borrower Secured Obligations);

"Borrower Security Trustee" means HSBC Trustee (C.I.) Limited a limited liability company incorporated in Jersey, having its registered office at 1 Grenville Street, St. Helier, Jersey JE4 9PF, Channel Islands in its capacity as security trustee for the Borrower Secured Creditors or such other entity appointed as borrower security trustee from time to time, subject to and in accordance with the terms of the Borrower Security Documents;

"Borrower Transaction Documents" means the Common Terms and Definitions Deed, the Nominees Side Letter, the General Partner Side Letter and the Nominee HoldCo Side Letter, the Intercompany Loan Agreement, the Borrower Security Documents, the Option Agreements, the Account Bank and Cash Management Agreement, the Liquidity Facility Agreement, the Occupational Leases, the Deed of Variation, the Agreement for Sale, the Transfers, the Property Pool Management Agreement, the Beneficiary Undertaking, the Tax Deed of Covenant, the Substitution Agreement, the Partnership Agreement, the Declaration of Trust, the Nominees/Nominees HoldCo Corporate Services Agreement, the Property Advisor Engagement Letter, the Subscription Agreement, the Reversion Option Agreement or any other document designated as such from time to time by the Borrower and the Borrower Security Trustee, and **"Borrower Transaction Document"** means each or any of them;

"Cash Manager" means HSBC Bank plc, in its capacity as cash manager for the Borrower and the Issuer, acting through its registered office at 8 Canada Square, London E14 5HQ, or such other entity or entities appointed as cash manager from time to time, subject to and in accordance with the terms of the Account Bank and Cash management Agreement;

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Particulars of a mortgage or charge (continued)

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Continuation sheet No _____
to Form No 395 and 410 (Scot)

Company Number

4966635

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Name of Company

* delete if
inappropriate

Tesco Property (Nominees) (No.2) Limited (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete
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"Class A Bondholders" means the persons who are for the time being bearers of the Class A Bonds;

"Class A Bonds" means the £382,500,000 Class A Secured 5.5457 per cent. Bonds due 2029 issued or due to be issued by the Issuer on 7 April 2004 and any further Class A Bonds issued after 7 April 2004 pursuant to Condition 18 (*Further Issues and New Issues*), such Bonds being consolidated, and forming a single series with the Class A Bonds issued on 7 April 2004, or, as the case may be, a specific number thereof, whether represented by Class A Definitive Bonds or Class A Global Bonds;

"Class A Definitive Bonds" means any Class A Bonds issued in definitive bearer form in, or substantially in, the form set out in Part 1 of Schedule 3 of the Trust Deed;

"Class A Global Bonds" means each Class A Temporary Global Bond and each Class A Permanent Global Bond;

"Class A Permanent Global Bond" means any permanent global bond representing the Class A Bonds in, or substantially in, the form set out in Schedule 2 of the Trust Deed;

"Class A Temporary Global Bond" means any temporary global bond representing the Class A Bonds in, or substantially in, the form set out in Schedule 1 of the Trust Deed;

"Class B Bondholders" means the persons who are for the time being bearers of the Class B Bonds;

"Class B Bonds" means the Class B1 Bonds together with the Class B2 Bonds;

"Class B Definitive Bonds" means any Class B Bonds issued in definitive bearer form in, or substantially in, the form set out in Part 1 of Schedule 3 of the Trust Deed;

"Class B Global Bonds" means each Class B Temporary Global Bond and each Class B Permanent Global Bond;

"Class B Permanent Global Bond" means any permanent global bond representing the Class B Bonds in, or substantially in, the form set out in Schedule 2 of the Trust Deed;

"Class B Temporary Global Bond" means any temporary global bond representing the Class B Bonds in, or substantially in, the form set out in Schedule 1 of the Trust Deed;

"Class B1 Bonds" means the £200,000,000 Class B1 Secured 6.0670 per cent. Bonds due 2029 issued or due to be issued by the Issuer on 7 April 2004 and any further Class B1 Bonds issued after 7 April 2004 pursuant to Condition 18 (*Further Issues and New Issues*), such Bonds being consolidated, and forming a single series with the Class B1 Bonds issued on 7 April 2004, or, as the case may be, a specific number thereof, whether represented by Class B Definitive Bonds or Class B Global Bonds;

"Class B2 Bonds" means the £50,000,000 Class B2 Secured Floating Rate Bonds due 2029 issued or due to be issued by the Issuer on 7 April 2004 and any further Class B2 Bonds issued after 7 April 2004 pursuant to Condition 18 (*Further Issues and New Issues*), such Bonds being consolidated, and forming a single series with the Class B2 Bonds issued on 7 April 2004, or, as the case may be, a specific number thereof, whether represented by Class B Definitive Bonds or Class B Global Bonds;

"Common Terms and Definitions Deed" means the deed so named dated 7 April 2004 and signed by each of the Transaction Parties as a deed;

"Declaration of Trust" or "Deed of Trust" means a declaration of trust made on 24 November 2003 as amended, varied or supplemented in which the Nominees declared that they hold the Mortgaged Properties on trust for the Beneficiary;

"Deed of Variation" means the deed so named dated on 16 March 2004 between the Nominees, the Occupational Tenants and Tesco Plc to vary the Occupational Leases;

"Founder Limited Partner" means Tesco Property Partner (No. 1) Limited;

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Particulars of a mortgage or charge (continued)

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Continuation sheet No _____
to Form No 395 and 410 (Scot)

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Company Number

4966635

Name of Company

Tesco Property (Nominees) (No.2) Limited (the "Company")

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"General Partner" means Tesco Property Partner (GP) Limited, a limited liability company incorporated in England and Wales with registered number 494955;

"General Partner Side Letter" means the letter dated 7 April 2004 between the Borrower and the General Partner whereby the Borrower agreed to pay the General Partner a fee on 7 April 2004 in respect of the granting of the floating charge by the General Partner to the Borrower Security Trustee pursuant to the terms of the Borrower Deed of Charge;

"GP Charged Property" means all Interests of the General Partner the subject of any security created by the Borrower Deed of Charge;

"Guarantee" means the guarantee and indemnity given by the Guarantor to the Landlord under each Occupational Lease as a guarantee of, and an indemnity for, the performance by each Occupational Tenant of all covenants, undertakings and obligations contained in, and payment of all rents and other sums due to the Landlord pursuant to, the Occupational Leases;

"Guarantor" means Tesco Plc in its capacity as guarantor pursuant to the Guarantee of each Occupational Lease;

"Headleases" means the headleases of the Mortgaged Properties under which the Nominees hold their interest in the Mortgaged Properties, being, as at 7 April 2004, the headleases listed in Schedule 3 to the Substitution Agreement, and includes the headlease of any Incoming Property and **"Headlease"** means any, or all of them;

"Incoming Property" means a property which has been substituted for an Outgoing Property in accordance with the terms of the Substitution Agreement;

"Intercompany Loan Agreement" means the Intercompany Loan Agreement dated 7 April 2004 between the Issuer, the Borrower, the General Partner, the Nominees, the Borrower Security Trustee, Nominees HoldCo and the Cash Manager;

"Interest" means any asset including any agreement, bank account, property or right;

"Investor Limited Partner" means Dawberry Properties Limited;

"Issuer" means Delamare Finance plc, a public limited company incorporated in England and Wales with registered number 5069866 and having its registered office at Blackwell House, Guildhall Yard, London EC2V 5AE, as issuer of the Bonds;

"Issuer Charged Property" means all Interests of the Issuer, which is subject to the Issuer Security;

"Issuer Corporate Services Agreement" means the agreement so named dated 7 April 2004 between the Issuer, the Bond Trustee and the Issuer Corporate Services Provider;

"Issuer Corporate Services Provider" means Structured Finance Management Limited, acting through its office at Blackwell House, Guildhall Yard, London EC2V 5AE or such other substitute issuer corporate services provider appointed as such, subject to and in accordance with the terms of the Issuer Corporate Services Agreement;

"Issuer Deed of Charge" means the deed so named dated 7 April 2004 between the Issuer, the Bond Trustee, the Account Bank, the Swap Provider, the Agents, the Cash Manager, the Issuer Corporate Services Provider and the Borrower and includes, where the context so admits, any further or supplemental deed, charge or security granted pursuant thereto;

"Issuer Secured Creditors" means:

- (a) the Bond Trustee (for itself and for and on behalf of the other Issuer Secured Creditors and the Bondholders);
- (b) the Swap Provider;
- (c) the Cash manager;
- (d) the Account Manager;

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Particulars of a mortgage or charge (continued)

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Continuation sheet No. _____
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Company Number

4966635

Name of Company

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Tesco Property (Nominees) (No.2) Limited (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

- (e) the Agents;
- (f) the Issuer Corporate Services Provider;
- (g) the Borrower;
- (h) any Receiver appointed under the Issuer Deed of Charge; and
- (i) any other creditor who accedes to the Issuer Deed of Charge from time to time in accordance with its terms and is designated an Issuer Secured Creditor;

"Issuer Security" means the Security Interests created by the Issuer in favour of the Bond Trustee (for itself and for and on behalf of the other Issuer Secured Creditors and Bondholders) by or pursuant to the Issuer Deed of Charge;

"Issuer Transaction Documents" means the Intercompany Loan Agreement, the Swap Agreement, the Swap Guarantee, the Agency Agreement, the Account Bank and Cash Management Agreement, the Issuer Deed of Charge, the Trust Deed, the Tax Deed of Covenant, the Issuer Corporate Services Agreement, the Common Terms and Definitions Deed and the Subscription Agreement and any other document, assignment or deed designated as such by the Issuer and the Bond Trustee and **"Issuer Transaction Document"** (the "Issuer Transaction Document") means each or any of them;

"Landlord" means the landlord under the Occupational Leases;

"Lead Manager" means Morgan Stanley & Co International Limited;

"Liabilities" means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses or other liabilities whatsoever (including legal fees and penalties and any part of such item as represents any VAT but excluding Tax imposed on, or calculated by reference to, that person's net income, profit or gains) incurred by that person or for which that person is legally liable and any awards, claims, demands, judgments, actions or proceedings made or taken against that person;

"Limited Partners" means the Founder Limited Partner and the Investor Limited Partner;

"Liquidity Facility Agreement" means the agreement so named dated 7 April 2004 between the Borrower, the Liquidity Facility Provider and the Borrower Security Trustee;

"Liquidity Facility Provider" means Lloyds TSB Bank plc in its capacity as liquidity facility provider, acting through its office at 25 Monument Street, London EC3R 8BQ, or such other entity appointed as liquidity facility provider from time to time, subject to and in accordance with the terms of the Liquidity Facility Agreement;

"Managers" means the Lead Manager and The Royal Bank of Scotland acting through its office at 135 Bishopsgate, London EC2M 3UR, Royal Bank of Canada acting through its office at 71 Queen Victoria Street, London EC4V 4DE and BNP Paribas acting through its office at 10 Harewood Avenue, London NW1 6AA;

"Mortgaged Properties" means, at any time, an interest in any property over which the Borrower or the Nominees have granted a mortgage or fixed charge pursuant to the terms of the Borrower Deed of Charge or the Nominees Deed of Charge (including any Incoming Properties and excluding any Outgoing Properties) and **"Mortgaged Property"** means each or any of them;

"New Bonds" has the meaning given to it in Condition 18 (*Further Issues and New Issues*);

"Nominees" means Nominee 1 and the Company, established for the principal purposes of holding the legal title of the Mortgaged Properties on trust for the Borrower and **"Nominee"** means each of them;

"Nominee 1" means Tesco Property (Nominees) (No. 1) Limited, a limited liability company incorporated in England and Wales with company registration number 04966637;

"Nominees Charged Property" or **"Nominee Charged Property"** means all Interests of the

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Particulars of a mortgage or charge (continued)

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Company Number

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Nominees which are subject to the Security Interests created by the Nominees Deed of Charge;

"Nominees Deed of Charge" or "Nominee Deed of Charge" means the deed so named dated 7 April 2004 between the, *inter alios*, Nominees and the Borrower Security Trustee and includes, where the context so admits, any further or supplemental deed, charge or security granted pursuant thereto;

"Nominees HoldCo" or "Nominee HoldCo" means Tesco Property (Nominees) Limited, a limited liability company incorporated in England and Wales with registered number 4945975;

"Nominees HoldCo Deed of Charge" or "Nominee HoldCo Deed of Charge" means the deed so named dated 7 April 2004 between, *inter alios*, Nominees HoldCo and the Borrower Security Trustee and includes, where the context so admits, any further or supplemental deed, charge or security granted pursuant thereto;

"Nominees HoldCo Charged Property" or "Nominee HoldCo Charged Property" means all Interests of Nominees HoldCo the subject of any Nominees HoldCo Security;

"Nominees/Nominees HoldCo Corporate Services Agreement" means the agreement so named dated 7 April 2004 between the Nominees, Nominees HoldCo, the Borrower Security Trustee and the Nominees/Nominees HoldCo Corporate Services Provider;

"Nominees/Nominees HoldCo Corporate Services Provider" means Structured Finance Management Limited, acting through its office at Blackwell House, Guildhall Yard, London EC2V 5AE, or such other substitute Nominees/HoldCo corporate services provider appointed as such, subject to and in accordance with the terms of the Nominees/HoldCo Corporate Services Agreement;

"Nominees HoldCo Security" or "Nominee HoldCo Security" means the Security Interests created by Nominees HoldCo by or pursuant to the Nominees HoldCo Deed of Charge;

"Nominees HoldCo Side Letter" means the letter entered into between the Borrower and Nominees HoldCo whereby the Borrower agreed to pay Nominees HoldCo a fee on 7 April 2004 in respect of the granting of the floating charge by Nominees HoldCo to the Borrower Security Trustee pursuant to the terms of the Nominees HoldCo Deed of Charge;

"Nominee Side Letter" means the letter entered into between the Borrower and the Nominees whereby the Borrower agreed to, *inter alia*, pay the Nominees a fee on 7 April 2004 in respect of, *inter alia*, the granting of the floating charges by the Nominees to the Borrower Security Trustee pursuant to the terms of the Nominees Deed of Charge;

"Occupational Leases" means the underleases, as varied, amended or supplemented of the Mortgaged Properties to which the Headleases are subject, granted to the Occupational Tenants and guaranteed by the Guarantor being, as at 7 April 2004, the underleases detailed in Schedule 4 to the Substitution Agreement, and includes any underlease of any Incoming Property and **"Occupational Lease"** means, any, or all, of them;

"Occupational Tenants" means the tenants under the Occupational Leases being, as at 7 April 2004, Tesco Stores Limited (with company number 519500) and Tesco Distribution Limited (with company number 2972724);

"Operator" means Mourant & Co. Capital Trustees Limited, a company incorporated in England and Wales having its registered office at 4 Royal Mint Court, London EC3N 4HJ, in its capacity as operator acting through its office at 4 Royal Mint Court, London EC3N 4HJ or such other entity or entities appointed as operator from time to time subject to, and in accordance with the Operating Agreement;

"Operating Agreement" means the operating agreement dated 7 April 2004 between, *inter alios*, the Operator and the Borrower;

"Option Agreements" means the Property Option Agreement and the Topland Option Agreement and **"Option Agreement"** means either of them;

"Outgoing Property" means a property which has been substituted by an Incoming Property in accordance with the Substitution Agreement;

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CHFP131

Particulars of a mortgage or charge (continued)

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Continuation sheet No _____
to Form No 395 and 410 (Scot)

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Company Number

4966635

Name of Company

Tesco Property (Nominees) (No.2) Limited (the "Company")

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Partnership Agreement" means the agreement dated 18 November 2003, as amended and restated by a letter of variation dated 24 November 2003 and as further amended and restated on or prior to 7 April 2004;

"Partnership Charged Property" means all Interests of the Borrower which are subject to the Partnership Security;

"Partnership Security" means the Security Interests created by the Borrower by or pursuant to the Borrower Deed of Charge;

"Paying Agents" means the paying agents named in the Agency Agreement together with any successor or additional paying agents appointed from time to time in connection with the Bonds under the Agency Agreement;

"Property Advisor" means Cushman & Wakefield Healey & Baker in its capacity as property advisor acting through its office at 43-45 Portman Square, London W1A 3BG or such other entity or entities appointed as property advisor from time to time;

"Property Advisor Engagement Letter" means the property advisor engagement letter dated 7 April 2004 and made between, *inter alios*, the Borrower and the Property Advisor;

"Property Option Agreement" means (a) an agreement so named dated 7 April 2004 and made between the Nominees, the Occupational Tenants, the Borrower and the Borrower Security Trustee granting each Occupational Tenant the option to acquire each of the Mortgaged Properties leased to it individually at the end of the term of each Occupational Lease and (b) any further option agreement entered into pursuant to the terms of the Substitution Agreement;

"Property Pool Management Agreement" means the agreement so named dated 7 April 2004 between the Operator, the Borrower, the Nominees, the Issuer, the Borrower Security Trustee, the Cash Manager and the Property Pool Manager;

"Property Pool Manager" means Tesco Property Holdings Limited in its capacity as such under the Property Pool management Agreement, or any substitute property pool manager appointed pursuant to the Property Pool Management Agreement from time to time;

"Receiver" means any receiver, manager, receiver and manager or administrative receiver who (in the case of an administrative receiver) is a qualified person in accordance with the Insolvency Act 1986 and who is appointed:

- (a) by the Borrower Security Trustee under Clause 14 (*Appointment and Removal of Administrator and Receiver*) of the Borrower Deed of Charge in respect of the whole or any part of the Borrower Charged Property under any Borrower Security Document; or
- (b) by the Bond Trustee under Clause 17 (*Appointment and Removal of Administrator and Receiver*) of the Issuer Deed of Charge in respect of the whole or any part of the Issuer Charged Property;

"Reversion Option Agreement" means an agreement dated 7 April 2004 between the Occupational Tenants, Tesco Holdings Limited, the Borrower, the Nominees and the Borrower Security Trustee granting the borrower the option to purchase the immediate reversions to the Mortgaged Properties on 21 February 2011 and any further option agreement entered into pursuant to the terms of the Substitution Agreement;

"Security Interest" means any mortgage, standard security, charge, pledge, lien, assignment, assignation, hypothecation or security interest or any other agreement or arrangement having the effect, in any jurisdiction, of conferring security;

"Subscription Agreement" means the Subscription Agreement dated 7 April 2004 between the Issuer, the Managers, Tesco Plc and the Obligor;

"Substitution Agreement" means the agreement for substitution, alteration and adjoining land developments dated on or about 7 April 2004 between each of the Nominees, the Occupational Tenants, Tesco Holdings Limited, the General Partner (on behalf of the Borrower), the Borrower Security Trustee and Tesco plc;

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Particulars of a mortgage or charge (continued)

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Continuation sheet No _____
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Company Number

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Name of Company

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Tesco Property (Nominees) (No.2) Limited (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Swap Agreement" means the swap agreement entered into by the Issuer with the Swap Provider on or about 7 April 2004 or any other interest rate swap agreement or other agreement evidencing a Treasury Transaction (together with any related or ancillary documentation) between the Issuer and a Swap Provider in connection with the issue of Further Class B2 Bonds or New Bonds, and **"Swap Agreements"** means all such agreement entered into by the Issuer with any Swap Provider;

"Swap Guarantee" means the swap guarantee executed by the Swap Guarantor dated on or about 7 April 2004;

"Swap Guarantor" means Morgan Stanley;

"Swap Provider" means Morgan Stanley Capital Services Inc. or any other counterparty to a Swap Agreement which accedes to the Issuer Deed of Charge in accordance therewith, and **"Swap Providers"** means any or all such parties;

"Tax Deed of Covenant" means the deed of covenant dated 7 April 2004 and made between, *inter alios*, the issuer, the General Partner, Tesco plc, the Limited Partners, the Bond Trustee and the Borrower Security Trustee, as the same may be amended or supplemented from time to time;

"Topland Option Agreement" means an agreement dated 7 April 2004 between the General Partner, the Nominees, the Borrower Security Trustee and the Investor Limited Partner under which the Investor Limited Partner will be granted options to acquire individually each of the Mortgaged Properties on 19 February 2029 and any further option agreement entered into pursuant to the terms of the Substitution Agreement;

"Transaction Documents" means the Issuer Transaction Documents and the Borrower Transaction Documents and a **"Transaction Document"** means each or any of them;

"Transaction Party" means any person who is a party to a Transaction Document and **"Transaction Parties"** means some or all of them;

"Transfers" means the transfers of the Mortgaged Properties by Tesco Property Partner (No.1) Limited to the Nominees (at the direction of the Borrower) before 7 April 2004, in each case in accordance with an agreed form of transfer;

"Treasury Transaction" means any currency or interest rate purchase cap or collar agreement, forward rate agreement, interest rate or currency future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap currency swap or combined interest rate and currency swap agreement and any other similar agreement; and

"Trust Deed" means the deed so named dated on or about 7 April 2004 between the Issuer and the Bond Trustee and any document expressed to be supplemental to the Trust Deed.

Any reference above to an agreement or document is a reference to it as the same may have been or may from time to time be, amended, varied, novated, supplemental or replaced.

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Particulars of a mortgage or charge (continued)

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Tesco Property (Nominees) (No.2) Limited (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Appendix 1

Please complete legibly, preferably in black type, or bold block lettering

- 1 The superior head leases, each dated 24 February 2006 and made between Tesco Stores Limited (1) Tesco Property (Nominees) (No.1) Limited (2) and the Company (3) for a term of 999 years from 24 November 2003, of the following:
 - 1.1 the land and buildings known as Tesco Store, Mogden Lane, Twickenham TW7 7JY as the same is registered at the Land Registry under title numbers AGL28444 and AGL36312 respectively with freehold title absolute and possessory title;
 - 1.2 the land and buildings on the south side of Boxbury Hill, Midsomer, Norton as the same is registered at the Land Registry under title number AV238877 with freehold title absolute;
 - 1.3 the land and buildings known as 31-33 George Street, Driffeld as the same is registered at the Land Registry under title number HS127731 with freehold title absolute;
 - 1.4 the land and buildings known as Tesco Store, Shand Park, Axminster EX13 5NG as the same is registered at the Land Registry under title numbers DN238459, DN148010, DN389357 and DN292007 with freehold title absolute;
 - 1.5 the land and buildings known as Stockmarket Site, Brigg as the same is registered at the Land Registry under title numbers HS275247 and HS305904 with freehold title absolute;
 - 1.6 the land and buildings on the south side of Easton Lane, Winnall, Winchester as the same is registered at the Land Registry under title number HP497569 with freehold title absolute;
 - 1.7 the land and buildings known as Court Mills, Station Road, Hook as the same is registered at the Land Registry under title number HP507931 with freehold title absolute;
 - 1.8 the land and buildings lying to the west of High Street, Uckfield as the same is registered at the Land Registry under title number ESX164761 with freehold title absolute;
 - 1.9 the land and buildings known as Tesco Superstore, Kings Meadow, Reading as the same is registered at the Land Registry under title number BK361657 with freehold title absolute;
 - 1.10 the land and buildings known as the Tesco Superstore, Oxford Road, Bicester, Oxfordshire as the same is registered at the Land Registry under title numbers (as to the main part) ON120397, (as to a strip of land to the south) ON121141 and (as to the strip of land to the east) ON139634 all with freehold title absolute;
 - 1.11 the land and buildings known as land on the North East side of Stapleford Lane, Chilwell, Toton as the same is registered at the Land Registry under title number NT134455 with freehold title absolute;
 - 1.12 the land and buildings known as the Tesco Superstore on the north side of Stratford Road, Solihull, West Midlands as the same is registered at the Land Registry under title number WM405420 with freehold title absolute;
 - 1.13 the land and buildings known as the Tesco Superstore, Tebourba Way, Southampton as the same is registered at the Land Registry under title number HP491614 with freehold title absolute;
 - 1.14 the land and buildings known as two parcels of land on the south side of Radwinter Road, Saffron Walden, Essex as the same is registered at the Land Registry under title number EX451776 with freehold title absolute;
 - 1.15 the land and buildings known as the Tesco Superstore on the west side of Tadcaster Road, York as the same is registered at the Land Registry under title number NYK88732 with freehold title absolute;
 - 1.16 the land and buildings known as 58 High Street, Baldock SG7 6BN as the same is registered at the Land Registry under title number HD186216 with freehold title absolute;

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Particulars of a mortgage or charge (continued)

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Company Number

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Tesco Property (Nominees) (No.2) Limited (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete legibly, preferably in black type, or bold block lettering

- 1.17 the land on the east side of Ipswich Road, Keswick, Norwich as the same is registered at the Land Registry under title numbers NK170076 and NK145834 with freehold title absolute;
- 1.18 the land and buildings known as land to the north of Stortford Road, Great Dunmow as the same is registered at the Land Registry under title numbers EX466118 and EX496412 with freehold title absolute;
- 1.19 the land and buildings known as Tesco Store, Guards Avenue, Caterham, Surrey CR3 5QX as the same is registered at the Land Registry under title number SY708675 with freehold title absolute;
- 1.20 the land and buildings known as the land, on the north side of Castle Road, on the west side of Corporation Street and on the West side of New Road and the land lying between the Staffordshire and Worcestershire Canal and Pitt's Lane, Kidderminster as the same is registered at the Land Registry under title numbers WR58170, WR58171, HW176035 and WR64168 with freehold title absolute;
- 1.21 the land and buildings known as land to the east side of Watling Street, Towcester as the same is registered at the Land Registry under title number NN193238 with freehold title absolute;
- 1.22 the land and buildings known as land at Cedars Link, Stowmarket as the same is registered at the Land Registry under title number SK135880 with freehold title absolute;
- 1.23 the land and buildings on the west side of Oxford Road, Brackley, Northampton as the same is registered at the Land Registry under title number NN165068 with freehold title absolute;
- 1.24 the land and buildings known as land south of Southbury Road, Enfield as the same is registered at the Land Registry under title numbers EGL334463, EGL391055, EGL334099, MX169433, EGL349017, MX27520, MX336494, NGL388873 and EGL278701 all with freehold title absolute;
- 1.25 the land and buildings known as Tetbury Industrial Estate, Tetbury as the same is registered at the Land Registry under title number GR227968 with freehold title absolute;
- 1.26 the land and buildings known as Moors Gardens, Tewkesbury, Cheltenham as the same is registered at the Land Registry under title numbers GR148249, GR148149 and GR148150 with freehold title absolute;
- 1.27 the land and buildings at Yaxham Road together with the land and buildings lying to the south of Yaxham Road, Esat Dereham, Norfolk as the same is registered at the Land Registry under title numbers NK130523 and NK222528 both with freehold title absolute;
- 1.28 the land and buildings known as land at Tavistock Road, Launceston, Cornwall as the same is registered at the Land Registry under title numbers CL100120 and CL140646 with freehold title absolute;
- 1.29 the land and buildings known as the Tesco Superstore on the north side of Hurdsfield Road, Macclesfield, Cheshire as the same registered at the Land Registry under title number CH322626 with freehold title absolute; and
- 1.30 the land and buildings known as Tesco Store, Caird Avenue, New Milton, Hampshire as the same is registered at the Land Registry under title number HP235628 with freehold title absolute.
- 2 A superior head lease dated 24 February 2006 made between Tesco Holdings Limited (1) Tesco Property (Nominees) (No.1) Limited (2) and the Company (3) for a term of 999 years from 24 November 2003 of all of the land and buildings known as Tesco Superstore, Duck Street, Clitheroe, Lancashire as the same is registered at the Land Registry under title number LA952639 with possessory title.

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Particulars of a mortgage or charge (continued)

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Company Number

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Tesco Property (Nominees) (No.2) Limited (the "Company")

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

- 3 The superior head leases dated 24 February 2006 made between Tesco Distribution Limited (1) Tesco Property (Nominees) (No.1) Limited (2) and the Company (3) for a term of 999 years from 24 November 2003 of the following:
- 3.1 the land and buildings known on the east side of Carters Lane, Kiln Farm Industrial Estate, Milton Keynes as the same is registered at the Land Registry under title number BM137481 with freehold title absolute; and
- 3.2 the land and buildings known as Plot E2, Daventry International Rail Freight Terminal, Northamptonshire as the same is registered at the Land Registry under title number HN10415 with freehold title absolute.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 04966635

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL NOMINEES DEED OF CHARGE DATED THE 28th FEBRUARY 2006 AND CREATED BY TESCO PROPERTY (NOMINEES) (NO.2) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER, THE NOMINEES, THE NOMINEES HOLDCO AND BY THE GENERAL PARTNER TO EACH SOME OR ANY OF THE BORROWER SECURED CREDITORS ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 2006.

D X m



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES