



Registration of a Charge

Company name: **BUTTONCASE LIMITED**

Company number: **05298861**



X70AA8MJ

Received for Electronic Filing: **22/02/2018**

Details of Charge

Date of creation: **21/02/2018**

Charge code: **0529 8861 0002**

Persons entitled: **THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C.**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

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 TRUE AND COMPLETE COPY OF THE COMPOSITE ORIGINAL SEEN BY ME.**

Certified by: **HENRIETTA ORAM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5298861

Charge code: 0529 8861 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st February 2018 and created by BUTTONCASE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2018 .

Given at Companies House, Cardiff on 26th February 2018

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**

Save for material redacted pursuant to s859G of the Companies Act 2006, I certify that this is a true and complete copy of the composite original seen by me

Name: HENRIETTA ORAM
Title: Solicitor

Date: 22/2/2018

Hogan Lovells International LLP (Ref: F3/AMT/HCO/IT207R.000152)
Atlantic House, Holborn Viaduct, London EC1A 2F8

SECURITY AGREEMENT OVER LETTERS OF CREDIT AND ASSIGNED CONTRACTS

dated 21 February 2018

created by

BUTTONCASE LIMITED
(Registered No. 5298861)

as the Assignor

in favour of

THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C.
acting as Trustee

Linklaters

Ref: J Windsor

Linklaters LLP

CONTENTS

| CLAUSE | | PAGE |
|--------|--|------|
| 1. | Definitions and interpretation | 1 |
| 2. | Creation of Security Interests | 3 |
| 3. | Restrictions, Further Assurances and Release | 3 |
| 4. | Power of attorney | 6 |
| 5. | Enforcement of Security Interests | 6 |
| 6. | Representations and Warranties | 7 |
| 7. | Appointment of Receivers | 7 |
| 8. | Rights of the Trustee | 8 |
| 9. | Order of distributions | 8 |
| 10. | Liability of Trustee, Receivers and Delegates | 8 |
| 11. | Protection of third parties | 8 |
| 12. | Saving provisions | 8 |
| 13. | Release and Discharge of Security | 8 |
| 14. | Expenses and Interest | 8 |
| 15. | Payments | 8 |
| 16. | Conduct of Business by Trustee | 9 |
| 17. | Other Indemnities | 9 |
| 18. | Set-Off | 9 |
| 19. | Rights, amendments, waivers and determinations | 9 |
| 20. | Notices | 9 |
| 21. | Counterparts | 9 |
| 22. | Partial invalidity | 9 |
| 23. | Governing law | 9 |
| 24. | Enforcement | 9 |

THE SCHEDULE

| | |
|---|----|
| SCHEDULE – FORM OF NOTICE OF ASSIGNMENT OF LETTER OF CREDIT | 11 |
|---|----|

THIS DEED is dated

21 February 2018 and made between:

- (1) **Buttoncase Limited** (a company registered in England, number 5298861, and with its registered office at Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, United Kingdom, AL7 1GA), as assignor (the "**Assignor**"); and
- (2) **The Law Debenture Pension Trust Corporation p.l.c.** (a company registered in England, number 3267461, and with its registered office at Fifth Floor, 100 Wood Street, London, EC2V 7EX) as assignee and chargee in its capacity as Trustee of the Tesco PLC Secured Unfunded Retirement Benefits Scheme (the "**Trustee**").

Background

- (A) The Assignor has guaranteed the obligations of its sole shareholder, Tesco plc, under the Rules and has, under the Debenture, provided security for such guarantee obligations.
- (B) The Assignor has agreed to provide additional security, in the form of an assignment of its rights in the Assigned Contracts.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed and the recitals to this Deed:

"**Assigned Contract**" means any existing or future:

- (a) Letter of Credit;
- (b) bank guarantee or any other bank payment instrument issued in favour of the Assignor and, if applicable, the Trustee and designated as an Assigned Contract by the Assignor and the Trustee at any time; or
- (c) other contract, agreement or instrument designated as an Assigned Contract by the Assignor and the Trustee at any time.

"**Counterparty**" means in respect of an Assigned Contract, the relevant counterpart(y)(ies) to that Assigned Contract.

"**Debenture**" means the fixed and floating charge security document entered into by the Assignor in favour of HSBC Trust Company (UK) Limited, in its capacity as the predecessor to the Trustee, on 5th April 2006.

"**Delegate**" means a delegate or sub-delegate appointed by the Trustee or a Receiver in accordance with this Deed.

"**Designated Account**" means the account of the Assignor at HSBC Bank PLC designated the "*Buttoncase Limited – SURBS*" account with Sort Code 401713 and Account Number [REDACTED] or such other bank account of the Assignor as the Assignor, Tesco plc and the Trustee may agree in writing should be treated as the "Designated Account" for the purposes of the Rules.

"Initial Letter of Credit" means irrevocable standby letter of credit no SBYA181004750 issued by Lloyds Bank plc as issuing bank, as amended, novated, supplemented, or restated from time to time (however fundamentally) dated on or about the date of this Deed.

"Insolvency Act" means the Insolvency Act 1986.

"Letters of Credit" means:

- (a) the Initial Letter of Credit;
- (b) any Replacement Letter of Credit; and
- (c) any other letter of credit issued in favour of the Assignor and, if applicable, the Trustee and designated as such at any time by the Assignor and the Trustee

and **"any Letter of Credit"** means any of the above.

"Party" means a party to this Deed.

"Receiver" means a receiver and manager or other receiver appointed in respect of all or any part of the Secured Assets and shall, if allowed by law, include an administrative receiver.

"Related Rights" means, in relation to an Assigned Contract:

- (d) any proceeds of sale, transfer or other disposal, or agreement for sale, transfer or other disposal, of that Assigned Contract;
- (e) any moneys or proceeds paid or payable deriving from that Assigned Contract;
- (f) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Assigned Contract;
- (g) any awards or judgments in favour of the Assignor in relation to that Assigned Contract; and
- (h) any other assets deriving from, or relating to, that Assigned Contract.

"Replacement Letter of Credit" means any standby letter of credit which wholly or partially replaces the Initial Letter of Credit, whether or not issued on or before the expiry of the Initial Letter of Credit.

"Rules" means the rules of the Tesco PLC Secured Unfunded Retirement Benefits Scheme established by deed with effect from 6 April 2006, as amended from time to time.

"Secured Assets" means each Assigned Contract and all Related Rights.

"Secured Liabilities" means all present and future liabilities and obligations at any time due, owing or incurred by the Assignor to the Trustee, including, without limitation, under the Debenture, this Deed or the Rules, whether present or future, actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity, including without prejudice to the generality of the foregoing, its guarantee and indemnity obligations under Clause 2 (*Guarantee and Indemnity*) of the Debenture.

"Security Interests" means all or any of the Security created or expressed to be created in favour of the Trustee by or pursuant to this Deed.

"Shareholder" means Tesco plc.

1.2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Debenture have the same meaning in this Deed.

1.3 Construction

- (a) Any reference in this Deed to the "Rules" or any other agreement or instrument is a reference to the Rules or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced.
- (b) The provisions in Clause 1.2 (*Construction*) of the Debenture apply to this Deed, except that references to the Debenture shall be construed as references to this Deed.

1.4 Third Party Rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. CREATION OF SECURITY INTERESTS

- (a) The Assignor, with full title guarantee and as security for the payment and satisfaction of the Secured Liabilities, assigns, and agrees to assign absolutely to the Trustee, by way of security, all of its rights in the Secured Assets.
- (b) The Assignor, with full title guarantee and as security for the payment of all Secured Liabilities, charges, by way of first fixed charge, all of its rights in the Secured Assets in favour of the Trustee, to the extent either not validly and effectively assigned under paragraph Error! Reference source not found. above or not already subject to a first fixed charge under the terms of the Debenture.

3. RESTRICTIONS, FURTHER ASSURANCES AND RELEASE

3.1 Negative pledge

The Assignor shall not create, or permit to subsist, any Security over any Secured Asset except for the Debenture and this Deed, or with the prior written consent of the Trustee.

3.2 Disposal

The Assignor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer or otherwise dispose of any Secured Asset except for a disposal made with the consent of the Trustee of Secured Assets at their market value in order to generate the cash necessary to ensure compliance with Rule 3.4 (*Releasing Assets*) of the Rules, or except as otherwise permitted under the Rules.

3.3 Documents

The Assignor shall promptly deliver to the Trustee, and the Trustee shall be entitled to hold, such documents relating to the Secured Assets as the Trustee may reasonably require.

3.4 Information

The Assignor shall promptly supply to the Trustee such information regarding the Secured Assets and its compliance with this Deed as the Trustee may reasonably request.

3.5 No other prejudicial conduct

The Assignor shall not do, or permit to be done, anything which could prejudice the Security Interests.

3.6 Notice of assignment

- (a) The Assignor shall, on the date of this Deed, give notice of the assignment of the Initial Letter of Credit in substantially the form set out in the Schedule (Form of notice of assignment of Letter of Credit) (or in such other form as is acceptable to the Trustee) and shall use reasonable endeavours to ensure that the issuing bank promptly provides the relevant acknowledgement.
- (b) The Assignor shall, on or before the date that any other Letter of Credit is issued, give notice of the assignment of that Letter of Credit in substantially the form set out in the Schedule (*Form of notice of assignment of Letter of Credit*) (or in such other form as is acceptable to the Trustee) and shall use reasonable endeavours to ensure that the issuing bank promptly provides the relevant acknowledgement.
- (c) If any bank guarantee, bank payment instrument or other contract, agreement or instrument is designated as an Assigned Contract after the date of this Deed then the Assignor shall give notice of the assignment made under this Deed in a form acceptable to the Trustee, acting reasonably, and shall use reasonable endeavours to ensure that the relevant counterparty promptly provides an acknowledgement in a form acceptable to the Trustee, acting reasonably.

3.7 Dealings with counterparties

The Assignor shall not, without the prior written consent of the Trustee, such consent not to be unreasonably withheld or delayed:

- (a) in respect of any matter under an Assigned Contract that, pursuant to the terms of that Assigned Contract, falls to be decided by mutual agreement of the parties thereto, negotiate or agree such matter except in accordance with the instructions of the Trustee, acting reasonably, other than in respect of either any minor administrative or technical matters or matters required by the parties thereto to improve the practical performance of their obligations under an Assigned Contract, provided further that:
 - (i) such matters do not relate to the financial obligations of the parties under that Assigned Contract; and
 - (ii) the Trustee is notified of such matters as soon as reasonably practicable;
- (b) rescind, amend, vary or waive (or agree to, or permit any amendment to, or variation or waiver of) any term of an Assigned Contract except as required or as expressly allowed by the Rules, the Debenture or this Deed, provided that the parties thereto may agree to

immaterial amendments to, and waivers of, an Assigned Contract where such amendments or waivers relate to either minor administrative or technical matters or matters required by the parties to such Assigned Contract to improve the practical performance of their obligations under that Assigned Contract, provided further that:

- (i) such matters are not prejudicial to the interests of the Trustee and do not relate to the payment obligations of the parties under that Assigned Contract; and
 - (ii) such amendments or waivers are notified to the Trustee as soon as reasonably practicable;
- (c) consent to the transfer by a Counterparty of any of its rights, title or interest in, or its obligations under, an Assigned Contract;
 - (d) consent to any act or decision by a Counterparty that might constitute a breach of an Assigned Contract or otherwise has a material adverse effect on any rights of the Trustee thereunder or in relation thereto;
 - (e) make or agree to any claim that an Assigned Contract is frustrated or permit or agree to the cancellation, suspension, rescission, repudiation or other termination of that Assigned Contract or accept any material breach thereof or default thereunder as repudiatory; or
 - (f) seek relief from performance of its payment, delivery or other material obligations under an Assigned Contract whether under any force majeure, time limit for claims or any other provision.

Nothing in this Clause 3.7 shall, however, limit the Assignor's ability to make or dispose of investments in a manner permitted by the Rules.

3.8 Further Assurance

The Assignor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Trustee may reasonably specify (and in such form as the Trustee may reasonably require in favour of the Trustee or its nominee(s)):

- (i) to perfect the Security created or intended to be created under this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the Secured Assets) or for the exercise of any rights, powers and remedies of the Trustee provided by, or pursuant to, the Security Documents or by law;
 - (ii) to confer Security on the Trustee over any Secured Assets located in any jurisdiction other than England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (iii) to facilitate the realisation of the Secured Assets.
- (b) The Assignor shall take all such actions as are available to it (including making and assisting with all filings, applications and registrations) as may be necessary for the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Trustee.

3.9 Release

The Trustee shall, in accordance with the Rules (including, without limitation, Rule 3.4 (*Releasing Assets*) of the Rules) release or re-assign (as appropriate) to the Assignor, free from the Security constituted by the Security Documents, such Secured Assets as are necessary to comply with the Rules (including, without limitation, the said Rule 3.4), provided that the Assignor shall, as soon as reasonably practicable after receipt thereof, transfer the released or re-assigned Secured Assets (or the proceeds of sale of such Secured Assets) to the Shareholder or such other person as it selects for this purpose, whether by means of a dividend, distribution, repayment of indebtedness or otherwise.

4. POWER OF ATTORNEY

4.1 Appointment

The Assignor by way of security irrevocably appoints the Trustee, each Receiver and each Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to make demand under any Letter of Credit;
- (b) to make demand under any other Assigned Contract on or after the occurrence of an Enforcement Event which is continuing;
- (c) to do anything which the Assignor is obliged to do under the Security Documents but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, notices, instructions, filings and registrations as the Trustee may reasonably specify in such form as the Trustee may reasonably require); and
- (d) to exercise any of the rights conferred on the Trustee, any Receiver or any Delegate in relation to the Secured Assets or under any law.

4.2 Ratification

The Assignor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 4.1 (*Appointment*).

5. ENFORCEMENT OF SECURITY INTERESTS

5.1 Making demand under Assigned Contracts

- (a) The Trustee shall, if it makes demand under any Assigned Contract, do so pursuant to the power of attorney granted to it under Clause 4.1 (*Appointment*) of this Deed, if it is legally permitted to do so. If the Trustee is not, for any reason, able to act pursuant to such power of attorney, it shall make demand pursuant to the other powers granted to it, as assignee or chargee, under the Security Documents or by law.
- (b) If the Trustee makes demand under any Assigned Contract prior to the occurrence of an Enforcement Event, the amount paid by the issuing bank pursuant to such demand shall be paid into the Designated Account, unless the terms of the relevant Assigned Contract specify otherwise.

- (c) If the Trustee makes demand or otherwise receives any monies under any Assigned Contract after the occurrence of an Enforcement Event, the amount paid by the issuing bank pursuant to such demand shall be paid into such account, or held on suspense pursuant to clause 23 of the Debenture as incorporated into this Deed by Clause 12.1 (*Saving Provisions*), as the Trustee may decide, pending distribution of such amount in satisfaction of the Secured Liabilities.

5.2 When enforceable

As between the Assignor and the Trustee, the Security Interests shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed, shall be exercisable while an Enforcement Event is continuing.

5.3 Power of sale

The statutory powers of sale and of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

5.4 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed.

6. REPRESENTATIONS AND WARRANTIES

6.1 General

The Assignor makes:

- (a) the representations and warranties set out in this Clause 6 to the extent that they apply to the Initial Letter of Credit; and
- (b) the representations and warranties set out in Clause 14 of the Debenture

to the Trustee on the date of this Deed, and, in relation to any Assigned Contract which becomes part of or is at any time appropriated to the Security Interests, shall be repeated at that time in respect of such Assigned Contract.

6.2 Security

No Security exists over all or any of the Secured Assets except in favour of the Trustee.

6.3 Legal and beneficial ownership

It is the sole legal and beneficial owner of the respective assets over which it purports to grant Security free from any claims, third party rights or competing interests.

6.4 Assignable rights

Each Assigned Contract is fully assignable and there are no prohibitions or limitations in that Assigned Contract on the ability of the Assignor to assign its rights thereunder.

7. APPOINTMENT OF RECEIVERS

The provisions set out in Clause 16 (*Appointment and Rights of Receivers*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "*Chargor*" being references to the "*Assignor*" and references to the "*Charged Assets*" being references to the "*Secured Assets*".

8. RIGHTS OF THE TRUSTEE

The provisions set out in Clauses 17 (*Declaration of Trust*) and 18 (*Appointment and Rights of the Trustee*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "*Chargor*" being references to the "*Assignor*".

9. ORDER OF DISTRIBUTIONS

All amounts received or recovered by the Trustee or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 19.2 (*Order of distributions*) of the Debenture.

10. LIABILITY OF TRUSTEE, RECEIVERS AND DELEGATES

The provisions set out in Clause 20 (*Liability of Trustee, Receivers and Delegates*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "*Chargor*" being references to the "*Assignor*" and references to the "*Charged Assets*" being references to the "*Secured Assets*".

11. PROTECTION OF THIRD PARTIES

The provisions set out in Clause 22 (*Protection of Third Parties*) of the Debenture shall apply mutatis mutandis to this Deed.

12. SAVING PROVISIONS

12.1 General

The provisions set out in Clause 23 (*Saving Provisions*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "*Chargor*" being references to the "*Assignor*".

12.2 Additional security

The Security Interests are in addition to and are not in any way prejudiced by the Debenture or any other guarantee or security now or subsequently held by the Trustee.

13. RELEASE AND DISCHARGE OF SECURITY

The provisions set out in Clause 24 (*Discharge of Security and Release of Assets*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "*Chargor*" being references to the "*Assignor*" and references to the "*Charged Assets*" being references to the "*Secured Assets*".

14. EXPENSES AND INTEREST

The provisions set out in Clause 25 (*Expenses and Interest*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "*Chargor*" being references to the "*Assignor*".

15. PAYMENTS

The provisions set out in Clause 26 (*Payments*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "*Chargor*" being references to the "*Assignor*" and references to the "*Charged Assets*" being references to the "*Secured Assets*".

16. CONDUCT OF BUSINESS BY TRUSTEE

The provisions set out in Clause 27 (*Conduct of Business by Trustee*) of the Debenture shall apply mutatis mutandis to this Deed.

17. OTHER INDEMNITIES

The provisions set out in Clause 28 (*Other Indemnities*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "Chargor" being references to the "Assignor".

18. SET-OFF

The provisions set out in Clause 29 (*Set-Off*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "Chargor" being references to the "Assignor".

19. RIGHTS, AMENDMENTS, WAIVERS AND DETERMINATIONS

The provisions set out in Clause 30 (*Rights, Amendments, Waivers and Determinations*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "Chargor" being references to the "Assignor".

20. NOTICES

The provisions set out in Clause 32 (*Notices*) of the Debenture shall apply mutatis mutandis to this Deed, but with references to the "Chargor" being references to the "Assignor".

21. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

22. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

23. GOVERNING LAW

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

24. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (b) Notwithstanding paragraph **Error! Reference source not found.** above, the Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction.

To the extent allowed by law, the Trustee may take concurrent proceedings in any number of jurisdictions.

This Deed has been delivered on the date stated at the beginning of this Deed.

SCHEDULE – FORM OF NOTICE OF ASSIGNMENT OF LETTER OF CREDIT

From: The Law Debenture Pension Trust Corporation p.l.c., (the "Trustee") and
Buttoncase Limited (the "Assignor")

To: [Issuing Bank]

Address:

Dated:

Dear Sirs

Buttoncase Limited – Security Agreement over Letters of Credit

dated [] February 2018 (the "Security Agreement")

1. We refer to the Security Agreement.
2. We give notice that:-
 - (a) by an assignment contained in the Security Agreement the Assignor assigned to the Trustee, by way of security, all its right, title and interest from time to time in and to standby letter of credit number [] issued by you on [] (the "Letter of Credit") including all rights or claims in relation to that Letter of Credit;
 - (b) under a fixed and floating security document dated 5th April 2006 (the "Debenture") the Assignor created fixed and floating charges over all of its book debts, which included fixed and floating charges over all rights to receive amounts at any time owing or payable to it; and
 - (c) under an irrevocable power of attorney granted by way of security, the Assignor appointed the Trustee as its attorney to make demands under the Letter of Credit on its behalf and in its name, each such demand to be made at such time and in such manner as the attorney thinks fit.
3. Accordingly, until you receive written instructions from the Trustee to the contrary, all rights, powers and discretions of the Assignor in relation to the Letter of Credit shall be exercisable by the Trustee.
4. [As specified in the Letter of Credit] you should pay any amounts which fall due under the Letter of Credit into the following bank account:-

| Name of Account | Account No | Sort Code |
|----------------------------|------------|-----------|
| BUTTONCASE LIMITED - SURBS | ██████████ | 401713 |

unless either (i) the Assignor and the Trustee notify you in writing that such amounts should be paid into another account of the Assignor or (ii) the Trustee notifies you that an "Enforcement Event" has occurred and that such amounts should instead be paid to it, in order to satisfy the liabilities of the Assignor.

5. You agree:

- 5.1 to disclose to the Trustee such information relating to the Letter of Credit as the Trustee may from time to time request; and
- 5.2 not to claim or exercise any security interest in, set-off, counterclaim or other rights in respect of, the Letter of Credit or any amount to be paid pursuant to such Letter of Credit provided that nothing in this paragraph 5.2 shall prevent us from exercising any rights which we might have against Tesco Stores Limited or Tesco PLC in connection with the Letter of Credit, including, without limitation, any rights accruing to us under the Standby Letter of Credit Facility Agreement between Tesco Stores Limited and ourselves pursuant to which we issued the Letter of Credit).
6. This authority and instruction is irrevocable without the prior written consent of the Trustee.
7. This notice of assignment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment (including a dispute relating to the existence, validity or termination of this notice of assignment or any non-contractual obligation arising out of or in connection with this notice of assignment).

Please acknowledge receipt of this notice of assignment, and confirm that you will both pay all moneys as directed by this notice and comply with the other provisions of this notice, by signing the acknowledgement on the attached copy of this notice and returning the original to the Trustee at The Law Debenture Pension Trust Corporation p.l.c., Fifth Floor, 100 Wood Street, London EC2V 7EX (attention Charles Morgan).

.....

For and on behalf of **BUTTONCASE
LIMITED**

.....

For and on behalf of **The Law Debenture
Pension Trust Corporation p.l.c.**
as Trustee

[On duplicate]

We acknowledge receipt of the notice of assignment of which this is a copy, and agree to comply with its terms. We confirm that Lloyds Trade Services have not received any other notice of assignment of, or notice that any other person claims any rights in respect of, the Letter of Credit or any amounts payable in accordance with the Letter of Credit.

[Issuing Bank]

By:

Dated:

SIGNED as a DEED by Buttoncase
Limited acting by

a Director

in the presence of

Witness

Name: NATASHA VOLLES

Address: MALDON, FALCON WAY
SHIRE PARK, WELLYN GARDEN CITY
HERTFORDSHIRE AL7 1TW

Occupation: FUNDING MANAGER

SIGNED as a DEED by The Law
Debenture Pension Trust Corporation
p.l.c. acting by

a Director and

a Director

**SIGNED as a DEED by Buttoncase
Limited acting by**

a Director

in the presence of

Witness

Name:

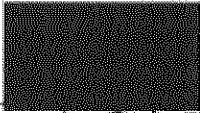
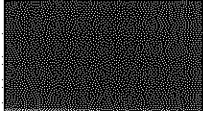
Address:

Occupation:

**SIGNED as a DEED by The Law
Debenture Pension Trust Corporation
p.l.c. acting by**

a Director and

a Director


C.P. MORGAN

DAVID CURTIS