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COMPANIES FORM No. 395

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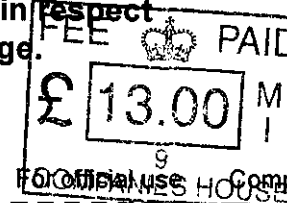
Particulars of a mortgage or charge

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)



Name of company

* Tesco Blue (GP) Limited (the "General Partner" and a "Chargor" and, together with the Partnership, the "Chargors")

Date of creation of the charge

9 October 2006

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

Deed of Charge made between the General Partner as general partner of the Partnership and in its own capacity, the Partnership Secured Creditors and the Partnership Security Trustee (the "Partnership Deed of Charge")

Amount secured by the mortgage or charge

All present and future monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) which from time to time are or may become due, owing or payable by the Partnership and the General Partner to the Partnership Secured Creditors under the Partnership Transaction Documents.

A list of the defined terms used in this form 395 is set out in Addendum 4/4.

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

Tesco Blue (Finco 1) Limited of Tesco House, Delamare Road, Cheshunt, Waltham Cross, Hertfordshire (the "Partnership Security Trustee") or such other entity appointed as Partnership Security Trustee from time to time as trustee for the benefit of the Partnership Secured Creditors.
Postcode EN8 9SL

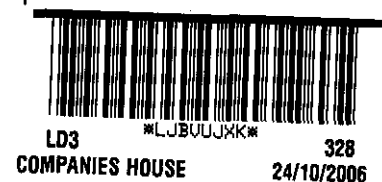
Presentor's name address and reference (if any):

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London
EC4R 9HA
JWLT - T0273/673 - 5392878

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



Please see Addendum 4/4.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Beswin Leighton Pinner LLP*

Date *23 October 2006*

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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

*† 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 £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

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Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1. Each of the Partnership and the General Partner on behalf of the Partnership and in its own right, as continuing security for the payment and discharge of all the Partnership Secured Obligations:

(a) charges with full title guarantee in favour of the Partnership Security Trustee (as trustee for the Partnership Secured Creditors) by way of first legal mortgage the Benefit of any Interest the Partnership and/or the General Partner holds from time to time in and to each of the following assets (to the extent of that Interest):

- (i) all the property specified in the Schedule; and
- (ii) all estates or interests in any other freehold or leasehold property (except any property specified in paragraph 1(a)(i) above) now or hereafter belonging to it;

(b) charges with full title guarantee in favour of the Partnership Security Trustee (as Trustee for the Partnership Secured Creditors) by way of a first fixed charge:

- (i) (to the extent that they are not the subject of an effective mortgage under paragraph 1(a)(i)) all estates or interests in any freehold or leasehold property now or hereafter belonging to it;
- (ii) any plant, machinery, office equipment, computers, vehicles and other chattels and all Related Rights;
- (iii) (to the extent that they are not the subject of an effective assignment under paragraph 1(c)) the Partnership Accounts, other than the Partnership Distribution Account, and any other account held by it with any person from time to time, and any Related Rights;
- (iv) (to the extent that they are not the subject of an effective assignment under paragraph 1(c)) the Third Party Insurance Policies and all Related Rights, including any Insurance Proceeds to which the Chargor is entitled;
- (v) any Eligible Investments held by it;

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- (vi) (to the extent they are not subject to an effective assignment under paragraph 1(c)) all Rental Income and all of its other book and other debts and all Related Rights;
 - (vii) (to the extent they are not subject to an effective assignment under paragraph 1(c)) each Occupational Lease and any guarantee contained in or relating to any Occupational Lease;
 - (viii) its goodwill;
 - (ix) all licences, consents and authorisations (statutory or otherwise) held in connection with any Mortgaged Property, its business or the use of any Partnership Charged Property and all Related Rights;
 - (x) the Shares and any Share Related Rights;
 - (xi) (to the extent that they are not subject to an effective assignment pursuant to paragraph 1(c)) each of the Partnership Transaction Documents;
 - (xii) any Deed relating to the purchase or lease of the Mortgaged Property;
 - (xiii) its rights to recover VAT on any supplies made to it relating to the Partnership Charged Property and any sums so recovered; and
 - (xiv) its rights in respect of the proceeds of any order of the court made pursuant to Sections 238(3), 239(3) or 244 of the Insolvency Act.
- (c) assigns absolutely (subject to any reassignment on release of the security) with full title guarantee to the Partnership Security Trustee (as trustee for the Partnership Secured Creditors) the Benefit of any Interest the Partnership and/or the General Partner holds from time to time in and to each of the following assets (to the extent of that Interest):
- (i) all Rental Income and all of its other book and other debts and all Related Rights;
 - (ii) (to the extent not already assigned in this paragraph 1(c)) each Occupational Lease and any guarantee of Rental Income contained in or relating to any Occupational Lease;
 - (iii) each of the Partnership Transaction Documents;
 - (iv) (to the extent not already assigned in this paragraph 1(c)) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Mortgaged Properties;
 - (v) the Partnership Accounts, other than the Partnership Distribution Account, and any other account held by it with any person from time to time, and any Related Rights; and
 - (vi) the Third Party Insurance Policies and all Related Rights, including any Insurance Proceeds to which such Chargor is entitled.
- (d) charges in favour of the Partnership Security Trustee (as trustee for the Partnership Secured Creditors), by way of floating charge all its present and future assets and undertaking.
- (2) Each of the Chargors have agreed not to create or permit to subsist any Security Interest on any Partnership Charged Property or any GP Charged Property other than any Security Interest created by the Partnership Deed of Charge or otherwise created in favour of the Partnership Security Trustee pursuant to the other Partnership Transaction Documents or any Permitted Security Interest.
- (3) Each of the Partnership and the General Partner on behalf of the Partnership and in its own right have agreed to

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execute, or arrange for the doing and executing of, each act, document and thing reasonably requested of it by the Partnership Security Trustee in order to implement and/or give effect to the Partnership Deed of Charge.

Definitions:

"Account Bank" means HSBC Bank plc, a limited liability company incorporated in England and Wales with registered number 00014259 or such other bank from time to time designated as the Account Bank by the Partnership with the agreement in writing of the Partnership Security Trustee.

"Account Bank and Cash Management Agreement" means any agreement identified as such in writing from time to time by the Partnership, the Partnership Security Trustee and the Finco Security Trustee; and if at any time the Account Bank and the Cash Manager are appointed or designated by separate documents, this definition shall be interpreted as a several reference to each such document.

"Agreement for Sale" means any agreement for sale of a Mortgaged Property made between the General Partner 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 Partnership or in its capacity as the beneficiary under the Beneficiary Undertaking.

"Beneficiary Undertaking" means a beneficiary undertaking given by the Partnership in favour of the Partnership Security Trustee.

"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 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.

"Cash Manager" means any person appointed or designated as cash manager from time to time, subject to and in accordance with the terms of any Account Bank and Cash Management Agreement.

"Chargors" means each of the Partnership, the General Partner, the Nominees and the Nominees Holdco.

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"Closing Date" means 9 October 2006.

"Declaration of Trust" or "Deed of Trust" means a declaration of trust made on or about the Closing Date 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 all and any deeds so named between any of the Transaction Parties and designated as such from time to time by the Partnership and the Partnership Security Trustee, including without limitation, any deeds of variation to the Headleases or Occupational Leases entered into between the Partnership, TSL and/or Nominees Holdco.

"Disposal Proceeds Account" means any account identified as such which is opened and maintained by the Partnership as required by Clause 10 (Bank Accounts of the Partnership) of the Partnership Loan Agreement or any account at any branch of the Account Bank which replaces the same from time to time.

"Eligible Bank" means an authorised institution under the FSMA, the short term unsecured, unsubordinated and unguaranteed debt obligations of which are rated by S&P, Fitch and Moody's to be at least A-1 by S&P, F-1 by Fitch and P-1 by Moody's or the long term unsecured, unsubordinated and unguaranteed debt obligations of which are rated by S&P, Fitch and Moody's to be at least AA by S&P, AA by Fitch and Aa2 by Moody's.

"Eligible Investments" means:

- (a) sterling gilt-edged securities; and
- (b) sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper, liquidity funds and/or money market funds) which the Partnership is permitted by the Partnership Transaction Documents to hold.

"Finco Security Trustee" means Tesco Plc or such other entity appointed as security trustee from time to time.

"FSMA" means the Financial Services and Markets Act 2000.

"GP Charged Property" means all Interests of the General Partner which are subject to the GP Security.

"GP Security" means the Security Interests created by the General Partner pursuant to the Partnership Deed of Charge.

"Headleases" means the headleases of the Mortgaged Properties under which the Nominees hold their interest in the Mortgaged Properties, being, as at the Closing Date, the headleases listed in Schedule 1 to the Partnership Deed of Charge and Schedule 1 to the Nominees Deed of Charge and includes the headlease of any Incoming Property and "Headlease" means an 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.

"Insurance Proceeds" means all monies received or receivable under any Third Party Insurance Policy in respect of damage or destruction to any Partnership Charged Property, including a Mortgaged Property.

"Insurance Proceeds Account" means any account identified as such which is opened and maintained by the Partnership as required by clause 10 of the Partnership Loan Agreement or any account at any branch of the Account Bank which replaces the same from time to time.

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

"Lender" means Tesco Blue (Finco) Limited, a limited liability company incorporated in England and Wales with registered number 05888925 and having its registered office at Tesco House, Delamare Road, Cheshunt, Waltham Cross,

Name of company

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Hertfordshire EN8 9SL.

"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.

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

"Nominees" means Nominee 1 and Nominee 2, established for the principal purposes of holding the legal title of the Mortgaged Properties on trust for the Partnership and "Nominee" means each of them.

"Nominees Deed of Charge" or "Nominee Deed of Charge" means the deed so named dated on or about the Closing Date between, inter alios, the Nominees and the Partnership Security Trustee and includes, where the context so admits, any further or supplemental deed, charge or security granted pursuant thereto.

"Nominee 1" means Tesco Blue (Nominee 1) Limited, a limited liability company incorporated in England and Wales with company registration number 5888920.

"Nominee 2" means Tesco Blue (Nominee 2) Limited, a limited liability company incorporated in England and Wales with company registration number 5888921.

"Nominees HoldCo" or "Nominee HoldCo" means Tesco Blue (Nominee HoldCo) Limited, a limited liability company incorporated in England and Wales with registered number 5888990.

"Nominees HoldCo Deed of Charge" means the deed so named dated on or about the Closing Date between, inter alios, Nominees HoldCo and the Partnership Security Trustee and includes, where the context so admits, any further or supplemental deed, charge or security granted pursuant thereto.

"Nominees/Nominees HoldCo Corporate Services Agreement" any agreement designated in writing as such from time to time by the Partnership and the Partnership Security Trustee.

"Nominees/Nominees HoldCo Corporate Services Provider" means any corporate services provider appointed as such, subject to and in accordance with the terms of the Nominees/HoldCo Corporate Services Agreement.

"Nominees HoldCo Side Letter" means the letter entered into between the Partnership and Nominees HoldCo whereby the Partnership agrees to pay Nominees HoldCo a fee in respect of the granting of the floating charge by Nominees HoldCo to the Partnership Security Trustee pursuant to the terms of the Nominees HoldCo Deed of Charge.

"Nominee Side Letter" means the letter entered into between the Partnership and the Nominees whereby the Partnership agrees to, inter alia, pay the Nominees a fee in respect of, inter alia, the granting of the floating charges by the Nominees to the Partnership Security Trustee pursuant to the terms of the Nominees Deed of Charge.

"Obligors" means the Partnership, the General Partner (in its own right), the Nominees and Nominees HoldCo and "Obligor" means each or any of them.

"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 Tesco PLC and includes any underlease of any Incoming Property and "Occupational Lease" means, any, or all, of them.

"Occupational Nominees" means Tesco Property Nominees (No 5) Limited (company no. 5888952) and Tesco Property

Name of company

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Nominees (No 6) Limited (company no. 5902418) or any other persons from time to time being the tenant under an Occupational Lease of a Mortgaged Property where TSL is in occupation.

"Occupational Tenant" means the tenant under the Occupational Leases being as at the Closing Date, TSL, provided that where the Occupational Nominees are the tenant under an Occupational Lease, "Occupational Tenant" includes a several reference to the Occupational Nominees and TSL, unless the context otherwise requires.

"Operator" means Mourant Fund Services (UK) Limited, a company incorporated in England and Wales having its registered office at 8th Floor, 68 King William Street, London EC4N 7DZ, in its capacity as operator or such other entity or entities appointed as operator from time to time subject to, and in accordance with the Operator Agreement.

"Operator Agreement" means the Operator Agreement dated on or about the Closing Date between, inter alios, the Operator and the Partnership, and any other document at any time designated in writing as such by the Partnership and the Lender.

"Option Agreements" means the Property Option Agreement and any other document at any time designated in writing as such by the Partnership and the Lender.

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

"Partnership" means The Tesco Blue Limited Partnership, acting by its general partner Tesco Blue (GP) Limited.

"Partnership Accounts" means the Partnership Transaction Account, the Disposal Proceeds Account, the Insurance Proceeds Account, the VAT Account and the Partnership Distribution Account, or such other account as may be opened, with the consent of the Partnership Security Trustee, at any branch of the Account Bank or at an Eligible Bank in replacement of such accounts.

"Partnership Agreement" means the limited partnership agreement dated 21 September 2006 made between the General Partner, Tesco Blue (1LP) Limited, Tesco Blue (2LP) Limited and Mr Philip Shirley as amended and restated on or about the Closing Date and as it may be amended, restated, varied or supplemented on from time to time however fundamentally.

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

"Partnership Distribution Account" means any account identified as such which is opened and maintained by the Partnership as required by Clause 10 (Bank Accounts of the Partnership) of the Partnership Loan Agreement or any account at any branch of the Account Bank which replaces the same from time to time.

"Partnership Finance Documents" means the Partnership Loan Agreement, any Partnership Security Documents, any Tax Deed of Covenant, any Account Bank and Cash Management Agreement, any Partnership Hedging Agreement, any Partnership Intercreditor Agreement, the Reference Banks Nomination Agreement, the Subordination Agreement and any other document designated as such from time to time by the Partnership and the Lender.

"Partnership Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into by the Partnership and a Partnership Hedging Counterparty.

"Partnership Hedging Counterparty" means any counterparty with which the Partnership enters into a Partnership Hedging Agreement.

"Partnership Intercreditor Agreement" means any agreement between, amongst others, the Partnership, one or more creditors of the Partnership and the Partnership Security Trustee designated as such from time to time by the Partnership and the Partnership Security Trustee.

"Partnership Loan Agreement" means the loan agreement dated the Closing Date between the Partnership, the Lender, the General Partner, Nominee 1, Nominee 2, Nominees Holdco and the Partnership Security Trustee.

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

- (a) the Partnership Security Trustee (for itself and for and on behalf of the Partnership Secured Creditors);
- (b) the Lender;
- (c) any Cash Manager;
- (d) the Account Bank;
- (e) any Nominees/Nominees Holdco Corporate Services Provider;
- (f) the Operator;
- (g) the Nominees;
- (h) the Property Pool Manager;
- (i) any Partnership Hedging Counterparty;
- (j) any Receiver appointed under the Partnership Security Documents; and
- (k) any other creditor from time to time designated as a Partnership Secured Creditor by the Partnership and the Partnership Security Trustee in writing.

"Partnership 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 Partnership to each, some or any of the Partnership Secured Creditors under the Partnership 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 Partnership Secured Creditors under the Partnership 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 Partnership Secured Creditors under the Partnership 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 Partnership Secured Creditors under the Partnership Transaction Documents.

"Partnership Security Documents" means:

- (a) the Partnership Deed of Charge;
- (b) the Nominees Deed of Charge;
- (c) the Nominees HoldCo Deed of Charge;

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(d) any power of attorney executed and delivered by the Partnership, the General Partner, the Nominees and Nominees HoldCo respectively pursuant to the terms of any Partnership Security Document;

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

(f) any other document designated as such from time to time by the Partnership and the Security Trustee.

"Partnership Transaction Account" means any account identified as such which is opened and maintained by the Partnership as required by Clause 10 (Bank Accounts of the Partnership) of the Partnership Loan Agreement or any account at any branch of the Account Bank which replaces the same from time to time.

"Partnership Transaction Documents" means the Partnership Finance Documents, the Nominee Side Letter, the Nominees HoldCo Side Letter, the Headleases, the Occupational Leases, any Superior Lease, the Option Agreements, any Deed of Variation, the Agreement for Sale, the Transfers, the Property Pool Management Agreement, the Operator 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 Adviser Engagement Letter, and any other document designated as such from time to time by the Partnership and the Partnership Security Trustee, and "Partnership Transaction Document" means each or any of them.

"Permitted Security Interest" means any Security Interest arising under, by virtue of or permitted to be created in accordance with, a Transaction Document.

"Property Adviser" means any person or entity appointed as property adviser from time to time by the Partnership under any Property Adviser Engagement Letter.

"Property Adviser Engagement Letter" means any document at any time designated in writing as such by the Partnership and the Partnership Security Trustee by which the Property Adviser is engaged.

"Property Option Agreement" means:

(a) any agreement designated as such from time to time by the Partnership and the Partnership Security Trustee; 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 on or about the Closing Date between inter alia, the Partnership and the Property Pool Manager.

"Property Pool Manager" means Spen Hill Management 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.

"Rating Agencies" means Fitch, Moody's and S&P and "Rating Agency" means each or any of them.

"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.

"Related Rights" means, in relation to any asset:

(a) the proceeds of sale of any part of that asset;

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

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(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and

(d) any monies and proceeds paid or payable in respect of that asset.

"Reference Banks Nomination Agreement" means the agreement so named dated on or about the Closing Date between the Partnership, Finco and Tesco Plc.

"Rental Income" means all sums paid or payable to or for the benefit of an Obligor arising from the letting, use or occupation of all or any part of the Mortgaged Property, including:
all rental income, including in relation to the Occupational Leases the rent payments payable

(a) by each Occupational Tenant and any other amounts payable by the Occupational Tenant or Tesco PLC pursuant to each Occupational Lease or Clause 9 (Compulsory Purchase Proceedings) of the Substitution Agreement; and

(b) proceeds of insurance in respect of loss of rent.

"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.

"Shares" means:

(a) in respect of the General Partner and the Partnership, 100 ordinary shares of £1 each in Nominee Holdco held by the General Partner; and

(b) in respect of Nominees HoldCo, 1 ordinary share of £1 each in Nominee 1 and Nominee 2.

"Share Related Rights" means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Subordination Agreement" means the agreement so named dated on or about the Closing Date between Finco, the Partnership and Tesco Plc whereby the parties agreed that all amounts due from the Partnership to Tesco Plc pursuant to loan notes issued by the Partnership under a loan note instrument dated on or about the Closing Date, will be subordinated to all amounts due from the Partnership to Finco.

"Subsidiary" means a subsidiary within the meaning of Section 736 of the Companies Act 1985.

"Substitution Agreement" means any agreement for substitution, alteration and/or adjoining land developments identified as such in writing from time to time by the Partnership and the Partnership Security Trustee; and, unless and until any such agreement is so identified, references to the "Substitution Agreement" shall be taken as references to the pro forma Substitution Agreement initialled as such for identification purposes by Berwin Leighton Paisner LLP.

"Superior Landlord" means a person from time to time entitled to the reversion expectant (whether immediately or not) on the determination of the term of a Superior Lease, other than the landlord under any Occupational Lease.

"Superior Lease" means any lease under which the landlord of any Occupational Lease or any Superior Landlord holds an interest in the properties which are leased by the Headleases.

"Tax" means any present or future tax, levy, impost, duty or other charge or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any Tax Authority and "Taxes", "taxation", "taxable" and comparable expressions shall be construed accordingly.

Name of company

*insert full name
of Company

* Tesco Blue (GP) Limited (the "General Partner" and a "Chargor" and, together with the Partnership, the "Chargors")

"Tax Authority" means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world including Her Majesty's Revenues and Customs or any successor to either or both of them.

"Tax Deed of Covenant" means any agreement from time to time identified as such in writing by the Partnership and the Partnership Security Trustee.

"Tesco Group" means Tesco Plc and its Subsidiaries.

"Third Party Insurance Policies" means all contracts and policies of insurance in relation to some or all of the Mortgaged Properties and any other contract or policy of insurance taken out by or on behalf of the Occupational Tenants, the Partnership, the Nominees and the Partnership Security Trustee, as co-insured, or in which the Occupational Tenants, the Partnership, the Nominees and the Partnership Security Trustee may have an interest from time to time with any party that is not a member of the Tesco Group, and "Third Party Insurance Policy" means any of them.

"Transaction Documents" means the Partnership Transaction Documents and any other document designated a Transaction Document from time to time by the Partnership, the Partnership Security Trustee and the Finco Security Trustee and a "Transaction Document" means some or all 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 legal title to the Mortgaged Properties by the Partnership to the Nominees.

"TSL" means Tesco Stores Limited a limited liability company incorporated in England and Wales with company number 519500.

"VAT" or "value added tax" means the tax imposed in conformity with the Sixth Directive of the Council of the European Economic Communities (77/388/EEC) (including, in relation to the United Kingdom, value added tax imposed by the Value Added Tax Act 1994 and legislation and regulations supplemental thereto) and any other tax of a similar fiscal nature substituted for, or levied in addition to, such tax whether imposed in a member state of the European Union or elsewhere.

"VAT Account" means any account identified as such which is opened and maintained by the Partnership as required by clause 10 of the Partnership Loan Agreement or any account at any branch of the Account Bank which replaces the same from time to time.

SCHEDULE REAL PROPERTY

Branch No	Store Name	Property Address (Incl Postcode)	
2002	ABERGELE	Market Street, Abergele, Gwynedd, LL22 8DU	TSL
5110	CARNFORTH	Lancaster Road, Carnforth, Lancashire, LA5 9LE	TSL
2649	HEANOR (FH)	High Street, Heanor, Derbyshire, DE75 7EX	TPHL
2649	HEANOR (LH)	High Street, Heanor, Derbyshire, DE75 7EX	TPHL
2701	HINDLEY	High Street, Hindley, Wigan, Greater Manchester, WA2 3NT	TSL
2685	HORNCHURCH	Airfield Way, Hornchurch, Essex, RM12 5AF	TPHL

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Name of company

*insert full name
of Company

* Tesco Blue (GP) Limited (the "General Partner" and a "Chargor" and, together with the Partnership, the "Chargors")

2971	STOCKTON EXTRA	Durham Road, Stockton, Durham, County Durham, TS21 3LU	TSL
3301	THETFORD	Kilverstone, Thetford, Norfolk, IP24 2RL	TPHL
3345	WARRINGTON EXTRA	Winwick Road, Warrington, Cheshire, WA2 7NE	TSL

The Interests charged by the Partnership Deed of Charge are held pursuant to head leases dated 9th October 2006 granted in favour of (1) the General Partner by Tesco Stores Limited, in the case of the properties marked "TSL", and (2) in favour of the General Partner by Tesco Property Holdings Limited, in the case of the properties marked "TPHL".

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05721650

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 9th OCTOBER 2006 AND CREATED BY TESCO BLUE (GP) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND THE TESCO BLUE LIMITED PARTNERSHIP TO THE PARTNERSHIP 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 24th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th OCTOBER 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES