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COMPANIES FORM No. 395

Particulars of a mortgage or charge

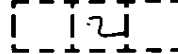
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6969540

Name of company

* Tesco Atrato (Nominee 2) Limited as trustee of the Tesco Atrato Limited Partnership (the "Chargor")

Date of creation of the charge

23 September 2009 (the "Charge Date")

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

Assignment of Rental Income (the "Charge Document")

Amount secured by the mortgage or charge

The payment and discharge of the Partnership Secured Obligations.

Capitalised terms not defined in this Form 395 are defined in the Schedule annexed hereto.

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

HSBC Corporate Trustee Company (UK) Limited 8 Canada Square, London as security trustee on behalf of the Partnership Secured Creditors (who and whose successors and assignees as partnership security trustee are referred to as the "Partnership Security Trustee")

Postcode EH14 5HQ

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

Tods Murray LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG

RMM.IAW.CYM.G00779.1006

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



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SCT

13/10/2009

1092

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Chargor's whole right, title and interest, present and future, in and to the rent and all other monies due and to become due to the Chargor in terms of the leases of the Properties (as defined in Part 2 of the Schedule) and the agreement for licence in respect of the Property at Livingston as the said leases are detailed in Part 3 of the Schedule and as the same may be amended, supplemented or varied in any way from time to time (the "Leases") and as the said agreement for licence is detailed in Part 4 of the Schedule and as the same may be amended, supplemented or varied in any way from time to time (the "DC Day Licence 1"), such rent and other monies to include, without limitation, arrears of rent (if any) existing as at the Charge Date such increase of rent as may become payable following a review of rent, any value added tax which is or may become payable under the Leases or the DC Day Licence 1 in respect of rent and all interest as may be payable from time to time on such rent under the Leases or the DC Day Licence 1 (the "Rental Income").

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

Date

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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

This is the Schedule referred to in the foregoing Form 395

PART 1

DEFINITIONS

"Common Terms and Definitions Deed" means the common terms and definitions deed referred to in the Partnership Loan Agreement.

"Depot Propco" means Tesco Atrato Depot Propco Limited, a limited liability company incorporated in England and Wales with registered number 6969533 and having its registered office at Tesco House, Delamere Road, Cheshunt, Hertfordshire, EN8 9SL.

"General Partner" means Tesco Atrato (GP) Limited, a limited liability company incorporated in England and Wales with registered number 6969536.

"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, decrees, actions or proceedings made or taken against that person.

"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 any of them.

"Nominees Holdco" or "Nominee Holdco" means Tesco Atrato (Nominee Holdco) Limited, a limited liability company incorporated in England and Wales with registered number 6969528.

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

"Partnership Loan Agreement" means the loan agreement dated on or before the Charge Date entered into amongst *inter alios* the Partnership, Tesco Property Finance 2 PLC and the Partnership Security Trustee.

"Partnership Secured Creditors" means:

- (a) the Partnership Security Trustee (for itself and for and on behalf of the Partnership Secured Creditors) and any Appointee of the Partnership Security Trustee and any Receiver appointed by it under any Partnership Security Document;
- (b) Finco;
- (c) the Cash Manager;
- (d) the Account Bank;
- (e) the Nominees/Nominees Holdco Corporate Services Provider;
- (f) the Depot Propco Corporate Services Provider;
- (g) the Partnership Operator;
- (h) the Property Pool Manager; and

- (i) any other entity that accedes to the Partnership Security Documents from time to time in such capacity,

each as defined in the Common Terms and Definitions Deed.

"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;
- (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; and
- (e) 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 Depot Propco to each, some or any of the Partnership Secured Creditors under the Partnership Transaction Documents.

"Partnership Transaction Documents" means:

- (a) the Partnership Finance Documents;
- (b) the Subscription Agreement;
- (c) the Property Pool Documents;
- (d) the Nominees Side Letter;
- (e) the Nominees Holdco Side Letter;
- (f) the Partnership Operator Agreement;
- (g) the Partnership Agreement;
- (h) the General Partner Shareholders Agreement;

- (i) the Depot Propco Corporate Services Agreement;
- (j) the Nominees/Nominee Holdco Corporate Services Agreement;
- (k) the JPUT Trust Instrument;
- (l) the Equity SPA; and
- (m) and any other document designated as such by the Partnership and the Partnership Security Trustee,

each as defined in the Common Terms and Definitions Deed.

"The Tesco Atrato Limited Partnership" means a limited partnership established in England and Wales with registered number LP013577 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire, EN8 9SL acting by its general partner Tesco Atrato (GP) Limited, a private limited company incorporated in England and Wales with registered number 6969536 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire, EN8 9SL

PART 2

THE PROPERTIES

- 1 Tesco Extra Store at 170/180 Dalrymple Street, Greenock PA15 1LE.
- 2 Tesco Store at Lochside, Oban, Strathclyde PA34 4HP.
- 3 Tesco Distribution Centre at Carnegie Road, Deans Industrial Estate, Livingston EH54 8QX.

PART 3

THE LEASES

Market Street, Oban

Occupational Lease

Lease among (1) Tesco Stores Limited (2) Tesco Property Nominees (No.5) Limited (3) Tesco Property Nominees (No.6) Limited and (4) Tesco Plc dated on or before the Charge Date relating to the subjects known as Tesco Store at Market Street, Oban

Dalrymple Street, Greenock

Occupational Lease

Lease among (1) Tesco Property Holdings Limited (2) Tesco Stores Limited and (3) Tesco Plc dated on or before the Charge Date relating to the subjects known as Tesco Store at Dalrymple Street, Greenock

Carnegie Road, Deans, Livingston

DC Occupational Lease

Lease among (1) Tesco Atrato (GP) Limited as general partner of The Tesco Atrato Limited Partnership and (2) Tesco Stores Limited and (3) Tesco Plc dated on or before the Charge Date, relating to the subjects known as Tesco Distribution Centre at Carnegie Road, Deans, Livingston

DC Parallel Lease

Lease among (1) Tesco Atrato (GP) Limited as general partner of The Tesco Atrato Limited Partnership, (2) Tesco Stores Limited and (3) Tesco plc dated on or before the Charge Date, relating to the subjects known as Tesco Distribution Centre at Carnegie Road, Deans, Livingston

PART 4

THE LICENCE

Carnegie Road, Deans, Livingston

DC Day Licence 1

Licence made between (1) Tesco Atrato (GP) Limited as general partner of The Tesco Atrato Limited Partnership (2) Tesco Stores Limited and (3) Tesco plc dated on or before the date Charge Date hereof relating to the subjects known as Tesco Distribution Centre at Carnegie Road, Deans, Livingston



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6969540
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTAL
INCOME DATED 23 SEPTEMBER 2009 AND CREATED BY TESCO
ATRATO (NOMINEE 2) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE PARTNERSHIP, THE
NOMINEES, NOMINEES HOLDCO, THE GENERAL PARTNER
AND DEPOT PROPCO TO EACH, SOME OR ANY OF 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 13 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES