

MG01

Particulars of a mortgage or charge



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✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



LD4 *L22MSPK8* 20/02/2013 #6
COMPANIES HOUSE

1 Company details

Company number 0 8 2 5 5 6 4 0

Company name in full Tesco Dorney (Nominee 1) Limited (the **Chargor**)

1 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 13 02 2013

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A nominees deed of charge dated 13 February 2013 entered into by the Chargor, Tesco Dorney
(Nominee 2) Limited (**Nominee 2**), the Partnership Secured Creditors (as defined below) and
HSBC Corporate Trustee Company (UK) Limited (the **Partnership Security Trustee**) (the
Nominees Deed of Charge)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The amount secured by the mortgage or charge is listed in
Schedule 1 hereto

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name HSBC Corporate Trustee Company (UK) Limited

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

The short particulars of all the property mortgaged or charged are listed in Schedule 2 and 3 hereto

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6 Short particulars of all the property mortgaged or charged

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Short particulars

SCHEDULE 1

THE AMOUNT SECURED BY THE MORTGAGE OR CHARGE

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

(the Partnership Secured Obligations)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGE OR CHARGED

1. COVENANT TO PAY, GUARANTEE AND INDEMNITY BY CHARGORS

1 1 Covenant to pay, guarantee and indemnity

Pursuant to Clause 2 1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge, the Chargor irrevocably and unconditionally jointly and severally

- (a) guarantees to the Partnership Secured Creditors each and every Partnership Secured Obligation and covenants to pay to the Partnership Security Trustee from time to time on demand the amount (of principal, interest or otherwise) now or hereafter owing, due or incurred by any Charging Party in respect of any such Partnership Secured Obligation, in accordance with, or under, any Partnership Transaction Document to be held on trust for the Partnership Secured Creditors as if it were the principal obligor in respect of that amount,
- (b) agrees as a primary obligation to indemnify the Partnership Secured Creditors from time to time on demand from and against any loss or liability suffered by any Partnership Secured Creditor as a result of any Partnership Secured Obligation guaranteed by it being or becoming void, voidable, unenforceable or ineffective as against any Charging Party for any reason whatsoever, whether or not known to any Partnership Secured Creditor, the amount of such loss or liability being the amount which such Partnership Secured Creditor would otherwise have been entitled to recover from such Charging Party, and
- (c) covenants with the Partnership Secured Creditors that it shall on the due date therefor discharge each and every Partnership Secured Obligation under or pursuant to, and in accordance with, the terms of the Nominees Deed of Charge and each other Partnership Transaction Document to which it is a party,

provided that none of the covenants or undertakings in Clause 2 1 of the Nominees Deed of Charge nor the security constituted by or pursuant to the Nominees Deed of Charge

- (i) shall extend to or include any liability or sum which would, but for this proviso, cause such covenants, undertaking or security to be unlawful or prohibited by any applicable law, or
- (ii) shall extend or include any sum which has not been received or recovered by or for the account of the Chargors in respect of the Nominees Security Accordingly, all payments to be made by the Chargors under the Nominees Deed of Charge will be made only from and to the extent of the sums received or recovered by or on behalf of the Chargors or the Partnership Security Trustee in respect of the applicable Nominees Security The Partnership Security Trustee and the Partnership Secured Creditors shall look solely to such sums for payments to be made by the Chargors under the Nominees Deed of Charge, the obligation of the Chargors to make payments will be limited to such sums and the Partnership Security Trustee and the Partnership Secured Creditors will have no further recourse to the Chargors in respect

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thereof In the event that the amount due and payable by the Chargors under the Nominees Deed of Charge exceeds the sums so received or recovered, the right of any person to claim payment of any amount exceeding such sums shall be extinguished, and

- (iii) the Partnership Security Trustee and the Partnership Secured Creditors shall have recourse only to the Nominees Security and, once such Nominees Security has been realised, shall not be entitled to take any further steps against the Chargors to recover any sum still unpaid and the claims and all rights to claim against the Chargors in respect of each such sum unpaid shall be extinguished

1.2 Continuing guarantee

Pursuant to Clause 2.2 (Continuing guarantee) of the Nominees Deed of Charge, the guarantee in Clause 2.1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge is a continuing guarantee and will extend to the ultimate balance of all sums payable by the Chargor in respect of the Partnership Secured Obligations, regardless of any intermediate payment or discharge in whole or in part or any change in the constitution of the Partnership

1.3 Reinstatement

Pursuant to Clause 2.3 (Reinstatement) of the Nominees Deed of Charge

- (a) If any discharge (whether in respect of the Partnership Secured Obligations or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or similar event, the liability of the Chargor under Clause 2.1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge will continue or be reinstated as if the discharge or arrangement had not occurred
- (b) The Partnership Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

1.4 Waiver of defences

Pursuant to Clause 2.4 (Waiver of defences) of the Nominees Deed of Charge, the obligations of the Chargor under Clause 2.1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge will not be affected by any act, omission, circumstance, matter or thing (without limitation and whether or not known to it or any Partnership Secured Creditor) which, but for this provision, would reduce, release or prejudice any of its obligations under Clause 2.1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge This includes

- (a) any time, indulgence or waiver granted to, or composition with, any person,
- (b) any release of any person under the terms of any composition or arrangement,
- (c) any postponement, discharge, reduction, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person,

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- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or partners or status or constitution of any person,
- (f) any amendment, reinstatement, supplement, extension (whether of maturity or otherwise) or reinstatement (in each case however fundamental and of whatsoever nature).or replacement of a Partnership Transaction Document or any other document or security,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Partnership Transaction Document or any other document or security, or
- (h) any insolvency or similar proceedings

1.5 Immediate recourse

Pursuant to Clause 2 5 (Immediate recourse) of the Nominees Deed of Charge, the Chargor waives any right it may have of first requiring the Partnership Security Trustee to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under Clause 2 1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge This waiver applies irrespective of any law or any provision of any Partnership Transaction Document to the contrary

1 6 Appropriations

Pursuant to Clause 2 6 (Appropriations) of the Nominees Deed of Charge, until all amounts which may be or become payable by the Chargors under or in connection with the Partnership Transaction Documents have been irrevocably paid in full, the Partnership Security Trustee may without affecting the liability of the Chargors under Clause 2 1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge

- (a) (i) refrain from applying or enforcing any other moneys, security or rights held or received by it against those amounts, or
- (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of the Chargors' liability under Clause 2 1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge

1.7 Non-competition

Pursuant to Clause 2 7 (Non-competition) of the Nominees Deed of Charge, unless

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(a) all amounts which may be or become payable by the Chargors under or in connection with the Partnership Transaction Documents have been irrevocably paid in full, or

(b) the Partnership Security Trustee otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under Clause 2 1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge

(i) be subrogated to any rights, security or moneys held, received or receivable by the Partnership Security Trustee,

(ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under Clause 2 1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge,

(iii) claim, rank, prove or vote as a creditor of a Chargor or its estate in competition with any Partnership Secured Creditor (or any trustee or agent on its behalf), or

(iv) receive, claim or have the benefit of any payment, distribution or security from or on account of a Chargor, or exercise any right of set-off as against a Chargor

The Chargor must hold in trust for and immediately pay or transfer to the Partnership Security Trustee any payment or distribution or benefit of security received by it contrary to Clause 2 1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge or in accordance with any directions given by the Partnership Security Trustee under Clause 2 1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge

1.8 Additional security

Pursuant to Clause 2 8 (Additional security) of the Nominees Deed of Charge, the covenants or undertakings in Clause 2 1 (Covenant to pay, guarantee and indemnity) of the Nominees Deed of Charge and the security constituted by or pursuant to the Nominees Deed of Charge is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Partnership Secured Creditor

1.9 Protection of Partnership Secured Creditors in respect of guarantee

Pursuant to Clause 2 9 (Protection of Partnership Secured Creditors in respect of the guarantee) of the Nominees Deed of Charge

(a) In Clause 2 9 of the Nominees Deed of Charge, **Trust Property** has the meaning given to it in Schedule 4 hereto

(b) The Partnership Secured Creditors shall have a right to be paid out of the Trust Property an amount equal to the amount of any liability of the Nominees to the Partnership Secured Creditors and this right shall have priority over any right of recourse of the Nominees in respect of that liability (whether direct or indirect)

(c) The right conferred by paragraph (b) above shall not be affected in any respect by

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(i) any restriction on the amount of the Nominees' right of recourse to or reimbursement from the Trust Property in respect of that liability, or

(ii) the financial condition of any Nominee

2 FIXED SECURITY AND ASSIGNMENT

2 1 Creation of fixed security

Pursuant to Clause 3 1 (Creation of fixed security) of the Nominees Deed of Charge, the Chargor, as continuing security for the payment and discharge of all the Partnership Secured Obligations, charges or mortgages absolutely as set out below with full title guarantee in favour of the Partnership Security Trustee (as trustee for the Partnership Secured Creditors) the Benefit of any Interest that such Chargor holds from time to time in and to each of the following assets

(a) by way of a first legal mortgage

(i) all estates or interests in the leasehold property specified in Schedule 3 hereto (Property located in England and Wales) now or hereafter belonging to it, and

(ii) all estates or interests in any freehold or leasehold property (except any property specified in subparagraph (a)(i) above) now or hereafter belonging to it,

(b) by way of a first fixed charge (to the extent they are not subject to an effective assignment under Clause 3 2 (Assignment) of the Nominees Deed of Charge

(i) (to the extent that they are not the subject of an effective mortgage under subparagraph (a)(i) or (a)(ii) above) 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) the Partnership Rent Account and any other account held by it with any person from time to time, and any Related Rights,

(iv) the Partnership Geared Rent Account (if established) and any other account held by it with any person from time to time, and any Related Rights,

(v) the Gateshead Development Reserve Account, the Sunderland Development Reserve Account, the West Bromwich Development Reserve Account and any other account held by it with any person from time to time, and any Related Rights,

(vi) the Third Party Insurance Policies and all Related Rights, including any Insurance Proceeds to which the Chargor is entitled,

(vii) any Eligible Investments held by it,

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- (viii) all Rental Income and all of its other book and other debts and all Related Rights,
- (ix) all Geared Rental Income and all Related Rights,
- (x) each Occupational Lease and any guarantee contained in or relating to any such Occupational Lease,
- (xi) its goodwill,
- (xii) all licences, consents and authorisations (statutory or otherwise) held by it in connection with any Mortgaged Property, its business or the use of any Nominees Charged Property and all Related Rights,
- (xiii) its uncalled capital,
- (xiv) each of the Partnership Transaction Documents,
- (xv) any agreement or deed relating to the purchase or lease of any Mortgaged Property,
- (xvi) its rights to recover VAT on any supplies made to it relating to the Nominees Charged Property and any sums so recovered, and
- (xvii) 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

2.2 Assignment

Pursuant to Clause 3.2 (Assignment) of the Nominees Deed of Charge, the Chargor, as continuing security for the payment and discharge of the Partnership Secured Obligations, assigns absolutely subject to any reassignment on release of the Nominees Security under Clause 23 (Release and Winding-up of Trust) of the Partnership Deed of Charge incorporated by reference herein (or to the extent not assignable, charges by way of fixed charge (unless already charged in accordance with Clause 3.1 (Creation of fixed security) of the Nominees Deed of Charge)) with full title guarantee to the Partnership Security Trustee (as trustee for the Partnership Secured Creditors) the Benefit of any Interest that such Chargor holds from time to time in and to each of the following assets

- (a) all Rental Income and all of its other book and other debts and all Related Rights,
- (b) all Geared Rental Income and all Related Rights,
- (c) (to the extent not already assigned in this Clause 3.2 (Assignment) of the Nominees Deed of Charge) each Occupational Lease and any guarantee of Rental Income and Geared Rental Income contained in relating to or derived from any such Occupational Lease,
- (d) each of the Partnership Transaction Documents,

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- (e) (to the extent not already assigned in this Clause 3 2 (Assignment) of the Nominees Deed of Charge) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the relevant Chargor in respect of the Mortgaged Properties,
- (f) the Partnership Rent Account and any other account held by it with any person from time to time, and any Related Rights,
- (g) the Partnership Geared Rent Account (if established) and any other account held by it with any person from time to time, and any Related Rights,
- (h) the Gateshead Development Reserve Account, the Sunderland Development Reserve Account, the West Bromwich Development Reserve Account and any other account held by it with any person from time to time, and any Related Rights, and
- (i) the Third Party Insurance Policies and all Related Rights, including any Insurance Proceeds to which such Chargor is entitled

3. FLOATING CHARGES

3 1 Creation of floating charges

Pursuant to Clause 4 1 (Creation of floating charges) of the Nominees Deed of Charge

- (a) The Chargor, with full title guarantee, charges in favour of the Partnership Security Trustee (as trustee for the Partnership Secured Creditors), with the payment and discharge of the Partnership Secured Obligations, by way of floating charge (to the extent permitted by applicable law) all its present and future assets and undertaking
- (b) The floating charge created by Clause 4 1(a) of the Nominees Deed of Charge shall be deferred in point of priority to all fixed security validly and effectively created by the Chargors under the Partnership Security Documents (including the Nominees Deed of Charge) in favour of the Partnership Security Trustee (as trustee for the Partnership Secured Creditors) as security for the Partnership Secured Obligations
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 4 1(a) of the Nominees Deed of Charge

3 2 Conversion of floating charges by notice

Pursuant to Clause 4 2 (Conversion of floating charges by notice) of the Nominees Deed of Charge

- (a) The Partnership Security Trustee may, in its absolute discretion, by the delivery of the Security Protection Notice to a Chargor (to the extent permitted by applicable law) convert the floating charge created by that Chargor pursuant to the Nominees Deed of Charge into a fixed charge as regards all or any of that Chargors' assets specified in such Security Protection Notice if
 - (i) a Partnership Event of Default occurs and is continuing, except where the Partnership

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Event of Default has occurred solely due to that Chargor obtaining or taking steps to obtain a moratorium pursuant to Section 1A of the Insolvency Act,

(ii) those assets are in danger of being seized or sold under any form of distress, attachment, diligence, execution or other legal process or to be otherwise in jeopardy, or

(iii) the interests of the Instructing Party may be prejudiced,

and that Chargor shall forthwith on demand execute and deliver to the Partnership Security Trustee a first fixed charge or security over any such assets specified in the Security Protection Notice

(b) The Partnership Security Trustee may by notice to the applicable Chargor (to the extent permitted by applicable law) reconvert any charge over any assets specified in the Security Protection Notice into a floating charge

(c) From and including the date on which the Partnership Security Trustee delivers a Security Protection Notice to any of the Chargors in respect of any of the Nominees Charged Property and unless and until it is withdrawn, no amount may be withdrawn from the Partnership Rent Account or the Partnership Geared Rent Account without the prior written consent of the Partnership Security Trustee, provided that, prior to the delivery of a Partnership Enforcement Notice, the Partnership Security Trustee will give such consent in order to enable the Nominees to comply with their obligations under the Partnership Transaction Documents

3.3 Automatic conversion of floating charges

Pursuant to Clause 4 3 (Automatic conversion of the floating charges) of the Nominees Deed of Charge

(a) Notwithstanding Clause 4 2 (Conversion of floating charges by notice) of the Nominees Deed of Charge and without prejudice to any law which may have a similar effect, the floating charge created pursuant to the Nominees Deed of Charge will (to the extent permitted by applicable law) automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge

(i) if the Chargor that created the floating charge creates or attempts to create any Security Interest (other than a Permitted Security Interest) over any of the assets subject to the floating charge,

(ii) if a resolution is passed or an order is made for the winding up, dissolution, administration or re-organisation of the Chargor that created the floating charge (other than for the purposes of or pursuant to a solvent amalgamation or reconstruction) or an Administration Event occurs in respect of that Chargor, or

(iii) upon the delivery of a Partnership Enforcement Notice by the Partnership Security Trustee on that Chargor,

and the relevant Chargor shall forthwith on demand, execute and deliver to the Partnership Security Trustee a first fixed charge or security over any such assets in such form as is satisfactory to the Partnership Security Trustee

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- (b) The Partnership Security Trustee may by notice to the applicable Chargor (to the extent permitted by applicable law) reconvert any charge over any assets the subject of an automatic conversion into a floating charge

3.4 Restriction on conversion of floating charges

Pursuant to Clause 4 4 (Restriction on conversion of floating charges) of the Nominees Deed of Charge, the floating charges created by Clause 4 1 (Creation of floating charges) of the Nominees Deed of Charge may not be converted into a fixed charge solely by reason of

- (a) the obtaining of a moratorium, or
(b) anything done with a view to obtaining a moratorium,
under Section 1A of the Insolvency Act 1986

4. GENERAL UNDERTAKINGS

4.1 Title

Pursuant to Clause 7 2 (Title) of the Nominees Deed of Charge, the Chargor undertook to the Partnership Security Trustee that

- (a) it will be the owner of its Benefit in the Nominees Charged Property free from any Security Interest, except as created by or pursuant to or permitted under the Nominees Deed of Charge, and
(b) it will not sell or dispose of the benefit of all or any of its rights, title and interest in the Nominees Charged Property, except as permitted under the Nominees Deed of Charge

4.2 Negative pledge

Pursuant to Clause 7 3 (Negative Pledge) of the Nominees Deed of Charge, the Chargor shall not create or permit to subsist

- (a) any Security Interest on any Nominees Charged Property other than any Security Interest created by or pursuant to the Nominees 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, or
(b) any restriction on the ability of the Partnership Security Trustee to transfer or realise, all or any part of the Nominees Charged Property except as created by or pursuant to the Partnership Transaction Documents

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SCHEDULE 3

PROPERTY

Property located in England and Wales

No	Branch No	Freehold / Superior Leasehold owner	Store Name	Property Address (Incl Postcode)	Freehold or Existing Leasehold Title Number
1	2047	TSL	Alfreton	The land and buildings known as Tesco Store, Hall Street, Alfreton, Derbyshire DE55 7BS	Part of DY143499
2	5210	TSL	Diss	The land and buildings known as Tesco Store, Victoria Road, Diss, South Norfolk IP22 4JN	NK112688
3	2444	TSL	Ebbw Vale	The land and buildings known as Tesco Store, North West Approach, Ebbw Vale, NP23 6TS	Part of WA771793
4	7018	SHRL	Gateshead (excluding the Gateshead University Accommodation)	The land and buildings at Trinity Square, Gateshead, Tyne and Wear NE8 1BU	Part of TY502021
5	7018	SHRL	Gateshead University Accommodation	The land and buildings known as Student Accommodation at Trinity Square, Gateshead, Tyne and Wear NE8 1BU	Part of TY502021

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6	7041	TSL	Sunderland	The land and buildings known as Sunderland Retail Park, Roker Avenue, Tyne and Wear SR6 0BW	TY290333, TY354774 and TY109982
7	2882	TSL	Maldon Extra	The land and buildings known as Tesco Store, Fulbridge, Maldon, Essex CM9 4LE	Part of EX505542
8	6116	TSL (following the grant of the West Bromwich Superior Lease)	West Bromwich	The land and buildings at New Square Shopping Centre, Cronehills Street, West Bromwich, West Midlands B70 7PP	WM541845, WM693698, SF110900, WM631024, WM79958, SF91446, SF95127, SF108174, WM436738, WM711428, WM822305 and WM968357

The Interests charged by the Nominees Deed of Charge are held pursuant to the Declarations of Trust under which the following Head Leases are held (or will be held) by the Nominees on trust for the Partnership

- 1 Headleases dated 13 February 2013 made between (1) Tesco Stores Limited and (2) the General Partner as general partner of the Tesco Dorney Limited Partnership and assigned to the Nominees on the date of the Nominees Deed of Charge, in the case of the Properties marked "TSL" and numbered 1, 2, 3, 6 and 7,
- 2 upon the grant thereof, the Head Lease granted pursuant to the Gateshead Commercial Agreement for Head Lease to be entered into between (1) Spen Hill Regeneration Limited, (2) the General Partner as general partner of the Tesco Dorney Limited Partnership and (3) Tesco PLC, such Head Lease being assigned to the Nominees on the date of grant, in the case of the Property marked "SHRL" and numbered 4,
- 3 upon the grant thereof, the Head Lease granted pursuant to the Gateshead University Accommodation Agreement for Head Lease to be entered into between (1) Spen Hill Regeneration Limited, (2) the General Partner as general partner of the Tesco Dorney Limited Partnership, (3) Tesco PLC and (4) Tesco Gateshead Property Limited such Head Lease being assigned to the Nominees on the date of grant, in the case of the Property marked "SHRL" and numbered 5, and
- 4 upon the grant thereof, the Head Lease granted pursuant to the West Bromwich Agreement for Head Lease to be entered into between (1) Tesco Stores Limited, (2) the General Partner as

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general partner of the Tesco Dorney Limited Partnership and (3) Tesco PLC, such Head Lease being assigned to the Nominees on the date of the grant, in the case of the Property marked "TSL" and numbered 8

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SCHEDULE 4

DEFINITIONS

In this form MG01 capitalised terms used and not otherwise defined shall have the following meaning

"Accession Letter" has the meaning given to it in Paragraph 18 2 2(a)(i)(A), 18 2 2(a)(ii)(A) and 18 2 3 of Part 1 (*General Legal Terms*) of Schedule 2 (*Common Terms*) to the Common Terms and Definitions Deed

"Account Bank" means HSBC Bank plc, a company incorporated in England and Wales with registered number 14259, or such other Eligible Bank from time to time that replaces it as the Account Bank in accordance with the Account Bank Agreement

"Account Bank Agreement" means the agreement so named dated on or about the Bond Closing Date between, amongst others, the Account Bank, the Issuer, the Nominees, the Partnership, the General Partner, the Partnership Security Trustee, the Issuer Security Trustee, the Cash Manager and the Development Cash Manager

"Accounts" means the Partnership Accounts, the General Partner Corporation Tax Reserve Account, the General Partner VAT Transaction Account, the Development Reserve Accounts, the Partnership Rent Account and the Issuer Accounts, and **"Account"** means any of them

"Administration Event" means, in relation to a Chargor, the appointment of an administrator or presentation of an application or petition for the making of an administration order in relation to that Chargor or any person (who is entitled to do so) giving notice of its intention to appoint an administrator to that Chargor or filing such a notice with the court

"Agency Agreement" means the agreement so named dated on or about the Bond Closing Date and made between the Issuer, the Bond Trustee, the Issuer Security Trustee, the Registrar and the Principal Paying Agent

"Agreements for Head Lease" means the West Bromwich Agreement for Head Lease, the Gateshead Commercial Agreement for Head Lease and the Gateshead University Accommodation Agreement for Head Lease, each an **"Agreement for Head Lease"**

"Agreements for Occupational Lease" means the West Bromwich Agreement for Occupational Lease, the Gateshead Commercial Agreement for Occupational Lease and the Gateshead University Accommodation Agreement for Occupational Lease, each an **"Agreement for Occupational Lease"**

"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

"Appointee" means any attorney, manager, agent, delegate, nominee, custodian or other person appointed by the Partnership Security Trustee under the Partnership Security Documents by the Issuer Security Trustee under the Issuer Security Documents or by the Bond Trustee under the Trust Deed (as applicable)

"Beneficiary Undertaking" means the beneficiary undertaking given by the Partnership in favour of the Partnership Security Trustee dated on or about the Bond Closing Date

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"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 assured or 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 make demands 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 causes and 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

"Bond Closing" means the time at which the Bonds are issued on the Bond Closing Date

"Bond Closing Date" means the date determined in accordance with the Completion Agreement

"Bond Conditions" means the terms and conditions of the Bonds as set out in Schedule 3 (*Terms and Conditions of the Bonds*) to the Trust Deed

"Bondholders" has the meaning given to it in Bond Condition 1.3

"Bond Interest Payment Date" means 13 January, 13 April, 13 July and 13 October in each year commencing on the Bond Interest Payment Date falling on 13 April 2013

"Bond Interest Period" means each of

- (a) the period from (and including) the Bond Closing Date to (but excluding) the Bond Interest Payment Date falling on 13 April 2013, and
- (b) each successive period from (and including) a Bond Interest Payment Date to (but excluding) the next succeeding Bond Interest Payment Date,

provided that the final Bond Interest Period will commence on (and include) the Bond Interest Payment Date falling on 13 April 2044 and end on (but exclude) the Bond Interest

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Payment Date falling on 13 July 2044

"Bonds" means the £493,400,000 secured 5.4111% Bonds due 13 July 2044 and issued by the Issuer on the Bond Closing Date, and **"Bond"** means any of them

"Bond Trustee" means HSBC Corporate Trustee Company (UK) Limited, a limited liability company incorporated in England and Wales with registered number 6447555 and having its registered office at 8 Canada Square, London E14 5HQ in its capacity as trustee for the Bondholders or such other entity appointed as trustee for the Bondholders in accordance with the Trust Deed, subject to and in accordance with the Trust Deed

"Business Day" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and Dublin

"Calculation Date" means each date falling two Business Days before a Loan Interest Payment Date

"Calculation Period" means (in respect of the first such period) the period from (and including) the Bond Closing Date and ending on (but excluding) the first Calculation Date and (in respect of each subsequent Calculation Period) the period from (and including) the next (or first) Calculation Date to (but excluding) the immediately following Calculation Date

"Cash Management Agreement" means the agreement so named dated on or about the Bond Closing Date between, amongst others, the Account Bank, the Issuer, the Nominees, the Partnership, the General Partner, the Partnership Security Trustee, the Issuer Security Trustee, the Cash Manager and the Development Cash Manager

"Cash Manager" means initially HSBC Bank plc and from time to time any person appointed as cash manager to the Issuer, the Nominees, the Partnership, the General Partner, the Issuer Security Trustee and the Partnership Security Trustee, subject to and in accordance with the terms of the Cash Management Agreement

"Charging Parties" and **"Chargors"** means each of the Partnership, the General Partner, the Nominees, Nominees Holdco, and a **"Charging Party"** or **"Chargor"** means any of them

"Closing Date" means the Bond Closing Date

"Common Terms" means the provisions set out in Schedule 2 (*Common Terms*) to the Common Terms and Definitions Deed

"Common Terms and Definitions" means the common terms and definitions set out in Schedule 1 to the Common Terms and Definitions Deed

"Common Terms and Definitions Deed" means the deed so named dated the Bond Closing Date signed by each of the Transaction Parties

"Companies Act" means the Companies Acts 1948 to 2006

"Completion Agreement" means the agreement dated on the date of the Common Terms and Definitions Deed and entered into between, among others, the Obligors and the Partnership Security Trustee and which sets out the steps to be completed in order for the Bond Closing Date to occur

"Conditions" means the Bond Conditions,

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"Declaration of Trust" means the declaration of trust declared by the Nominees in favour of the Partnership on the Bond Closing Date

"Developer" means Spen Hill Regeneration Limited, a limited liability company incorporated in England and Wales with company number 6418300 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL, which will undertake to complete the Gateshead Development and the Sunderland Development

"Development Agreements" means the Gateshead Development Agreement, the Sunderland Development Agreement and the West Bromwich Development Agreement

"Development Cash Manager" means initially Spen Hill Management Limited, a limited liability company incorporated in England and Wales with company number 2460426 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL and from time to time any person appointed as cash manager to provide the Development Cash Management Services to the Partnership and the Nominees subject to and in accordance with the terms of the Cash Management Agreement

"Development Cash Management Services" means the cash management services provided by the Development Cash Manager to the Nominees, the Partnership and the Partnership Security Trustee in relation to, among other things, moneys standing to the credit of the Development Reserve Accounts and payments thereto and therefrom pursuant to the terms of the Cash Management Agreement

"Development Reserve Accounts" means the Gateshead Development Reserve Account, the Sunderland Development Reserve Account and the West Bromwich Development Reserve Account, each a **"Development Reserve Account"**

"Disposal" means any sale, transfer, lease, holding on trust for a third party, parting with possession or other disposal, whether voluntarily or involuntarily and either as a single transaction or in a series of transactions (whether related or not)

"Eligible Bank" means an English bank or an English branch of a bank the short-term, unsecured, unguaranteed and unsubordinated debt obligations of which are rated at least P-1 by Moody's and F-1 by Fitch and the long-term, unsecured, unguaranteed and unsubordinated debt obligations of which are rated at least A- by S&P and A by Fitch (or as is otherwise acceptable to the relevant Rating Agency)

"Eligible Guarantee" has the meaning given to it in the Issuer Swap Agreement

"Eligible Investments" means

(a) sterling gilt-edged securities, and

(b) sterling deposits,

provided that in all cases

(i) such investments have a maturity date of 60 days or less and mature on or before the next Calculation Date,

(ii) the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being an authorised bank under FSMA) are rated F-1 by Fitch, A-1 by S&P and P-1 by Moody's or higher and the long-term, unsecured,

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unguaranteed and unsubordinated debt obligations of which are rated at least A- by S&P, and

- (iii) (save as a result of a change of law after the date of such investments or if interest paid in respect of the Accounts is subject to withholding for or on account of Tax) all amounts paid in respect of such investments are payable without withholding for or on account of Tax

"Equity SPA" means the sale and purchase agreement entered into after Bond Closing between the Limited Partners, the GP Buyer (and its Holding Company if required), Tesco and TPL2 for the transfer of 50% of the partnership interest held by Limited Partner No 1 to Limited Partner No 2 and 50% of the issued share capital of the General Partner

"Extraordinary Resolution" means

- (a) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the eligible persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than three-fourths of the votes cast on such poll, or
- (b) a resolution in writing signed by or on behalf of the Bondholders of not less than three-fourths in aggregate Principal Amount Outstanding of the Bonds which resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Bondholders

"Financial Services Authority" means the UK Financial Services Authority or any successor authority or authorities (as appropriate)

"Finco" means Tesco Property Finance 6 PLC, a public limited liability company incorporated in England and Wales with registered number 8228386

"Fitch" means Fitch Ratings Ltd or any successor to its ratings business

"FSA" means the Financial Services Authority

"FSMA" means the Financial Services and Markets Act 2000

"Gateshead Commercial Agreement for Head Lease" means the agreement for the grant of the Gateshead Commercial Head Lease

"Gateshead Commercial Agreement for Occupational Lease" means the agreement for the grant of the Gateshead Commercial Occupational Lease

"Gateshead Commercial Head Lease" means the long lease of the retail store, the retail units, the primary care trust facility, the cinema, the offices and the customer car park to be constructed on the property known as Gateshead (excluding the Gateshead University Accommodation)

"Gateshead Commercial Occupational Lease" means the Occupational Lease in respect of the Gateshead Mortgaged Property (excluding the Gateshead University Accommodation)

"Gateshead Council" means the Borough Council of Gateshead

"Gateshead Deed of Variation and Licence to Underlet" means the agreement dated on or about the date of the Common Terms and Definitions Deed, made between Gateshead

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

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Council, SHRL and TSL

"Gateshead Development" means the development of the Gateshead Mortgaged Property to be undertaken by the Developer

"Gateshead Development Agreement" means the development agreement entered into on or before the Bond Closing Date by the Partnership, the Nominees, TGP, Tesco and the Developer pursuant to which the Developer will agree, as principal, to undertake and complete the development

"Gateshead Development Reserve Account" means the account identified as such in Schedule 4 (*Account Details*) to the Common Terms and Definitions Deed which has been opened and will be maintained by the Nominees with the Account Bank as required by Clause 12.1 (*Establishment of the Development Reserve Accounts*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"Gateshead Mortgaged Property" means the properties known as (i) Gateshead (excluding the Gateshead University Accommodation) and (ii) Gateshead University Accommodation, in each case, the details of which are more fully set out in Part 1 of Schedule 1 to the Partnership Deed of Charge

"Gateshead Rent Continuation Deed" means the deed dated as at the date of the Common Terms and Definitions Deed made between the Partnership, the Nominees, TGP and Tesco

"Gateshead Rent Payment Deed" means the deed to be entered into at the same time as the Gateshead Commercial Occupational Lease dated as at the date of the Common Terms and Definitions Deed made between the Gateshead Council, SHRL, the Partnership, the Nominees, TGP, Tesco and TSL

"Gateshead University Accommodation" means the student accommodation to be constructed on the Gateshead Mortgaged Property

"Gateshead University Accommodation Agreement for Head Lease" means the Gateshead University Agreement for Head Lease and Occupational Lease

"Gateshead University Accommodation Agreement for Head Lease and Occupational Lease" means the agreement for the grant of Gateshead University Accommodation Head Lease and Gateshead University Accommodation Occupational Lease

"Gateshead University Accommodation Agreement for Occupational Lease" means the Gateshead University Accommodation Agreement for Head Lease and Occupational Lease

"Gateshead University Accommodation Head Lease" means the Head Lease in respect of the Gateshead University Accommodation

"Gateshead University Accommodation Occupational Lease" means the Occupational Lease in respect of the Gateshead University Accommodation

"Geared Rent Loan Facility" has the meaning given to it in clause 3.1 of the Subordinated Loan Agreement

"Geared Rental Income" means

(a) all sums paid or payable by third party tenants to or for the benefit of an

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Occupational Tenant, or pursuant to a Section 6 Notice, arising from the letting, sub-letting, use or occupation of all or any part of a Mortgaged Property, including, all amounts payable to an Occupational Tenant by third party tenants pursuant to any lease, including rent, sums payable under any third party tenant's covenants for outgoings, default interest and service charges, sums to cover any head lease rental (if any), any sums payable in respect of VAT, any sums payable by way of indemnity and proceeds of insurance in respect of loss of rent, and

(b) any amounts drawn down under the Geared Rent Loan Facility

"General Partner" means Tesco Dorney (GP) Limited, a limited liability company incorporated in England and Wales with registered number 8255493

"General Partner Corporation Tax Reserve Account" means the account identified as such in Schedule 4 (*Account Details*) to the Common Terms and Definitions Deed which has been opened and will be maintained by the General Partner with the Account Bank as required by Clause 10 (*Establishment of General Partner Corporation Tax Reserve Account*), Clause 14 (*Operation of the Accounts*), Clause 17 (*Maintenance of the Accounts*) and Clause 26 (*The General Partner Corporation Tax Reserve Account*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"General Partner Power of Attorney" means the security power of attorney executed by the General Partner pursuant to the Partnership Deed of Charge in the form set out in Schedule 6 (*Form of General Partner Power of Attorney*) to the Partnership Deed of Charge

"General Partner Shareholders Agreement" and **"GP Shareholders Agreement"** means the agreement entered into after Bond Closing following completion of the Equity SPA by the shareholders of the General Partner and the General Partner itself to govern the relationship between the shareholders of the General Partner

"General Partner VAT Transaction Account" means the account identified as such in Schedule 4 (*Account Details*) to the Common Terms and Definitions Deed which has been opened and will be maintained by the General Partner with the Account Bank as required by Clause 11 (*Establishment of General Partner VAT Transaction Account*), Clause 14 (*Operation of the Accounts*), Clause 17 (*Maintenance of the Accounts*) and Clause 27 (*The General Partner VAT Transaction Account*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"Global Bond" means a global bond in respect of the Bonds to be issued pursuant to Clause 4 (*Form and Issue of Bonds*) of the Trust Deed in the form or substantially in the form set out in Schedule 1 of the Trust Deed,

"GP Buyer" means the entity specified as the **"GP Buyer"** pursuant to the Equity SPA following the purchase by such entity of 50% of the entire issued share capital of the General Partner

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

"Headleases" or **"Head Leases"** means the head leases of the Mortgaged Properties under which the Nominees hold their interest in the Mortgaged Properties, being, as at the Bond Closing Date, the headleases listed in Part 1 (*Property Located in England and Wales*) of Schedule 1 (*Real Property and Share Details*) of the Partnership Deed of Charge, Schedule 1 (*Properties*) of the Nominees Deed of Charge and includes any head lease granted pursuant to any Agreement for Head Lease and the head lease of any Incoming Property (in

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each case, as varied, amended or supplemented), and **"Headlease"** or **"Head Lease"** means any of them

"Highest Rated Entity Deed" means the deed so named dated on or about the Bond Closing Date, between, amongst others, Tesco, the Issuer, the Obligors, the Partnership Security Trustee and the Issuer Security Trustee

"HMRC" means HM Revenue & Customs

"Holding Company" means a holding company within the meaning of Section 1159 of the Companies Act 2006

"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

- (a) any Third Party Insurance Policy, and
- (b) in the event that self-insurance applies (pursuant to Clause 3.23.1 (*Insurance and Reinstatement*) of an Occupational Lease) any sums payable by the Occupational Tenant under Clause 3.23 of that Occupational Lease,

in respect of damage or destruction to any Mortgaged Property

"Insolvency Act" means the Insolvency Act 1986

"Instructing Party" has the meaning given to such term in paragraph 2.1 (*Mandatory enforcement*) of Schedule 7 (*Trust Terms*) of the Partnership Deed of Charge

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

"Issuer" means Finco

"Issuer Account" means each of

- (a) the Issuer Transaction Account, and
- (b) any additional account of the Issuer maintained with the Account Bank

"Issuer Charged Documents" means

- (i) the Subscription Agreement,
- (ii) the Account Bank Agreement,
- (iii) the Cash Management Agreement,
- (iv) the Partnership Deed of Charge,
- (v) the Nominees Deed of Charge,
- (vi) the Nominees Holdco Deed of Charge,
- (vii) the Issuer Power of Attorney,

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- (viii) the Issuer Swap Agreement,
- (ix) any Eligible Guarantee,
- (x) the Highest Rated Entity Deed,
- (xi) the Partnership Swap Agreement,
- (xii) the Accession Letters,
- (xiii) the Tax Deed of Covenant,
- (xiv) the SDLT Deed of Covenant,
- (xv) the Partnership Loan Agreement,
- (xvi) the Junior Loan Letters,
- (xvii) the Agency Agreement,
- (xviii) the Issuer/Issuer Holdco Corporate Services Agreement,
- (xix) the Issuer Master Definitions and Construction Schedule,
- (xx) the Common Terms and Definitions Deed,
- (xxi) any other Issuer Transaction Document to which it is a party to the extent such Issuer Transaction Document or any of the rights or obligations thereunder are deemed to be situated in England and Wales, and
- (xxii) any other English law governed contract, document, agreement or deed to which it is, or may become, a party

"Issuer Deed of Charge" means the deed of charge so named dated on or about the Bond Closing Date between the Issuer, the Issuer Security Trustee, the Registrar and the other Issuer Secured Creditors

"Issuer/Issuer Holdco Corporate Services Agreement" means the agreement so named dated on or about the Bond Closing Date pursuant to which the Issuer/Issuer Holdco Corporate Services Provider is appointed to act as corporate services provider in respect of the Issuer and Issuer Holdco

"Issuer/Issuer Holdco Corporate Services Provider" means Structured Finance Management Limited, a limited liability company incorporated in England and Wales with company registration number 03853947

"Issuer Holdco" means Dorney Issuer Holdco Limited, a limited liability company incorporated in England and Wales with registered number 8228362

"Issuer Master Definitions and Construction Schedule" means the schedule so named signed by, *inter alios*, the Issuer, the Bond Trustee, the Registrar and the Issuer Security Trustee on or about the Bond Closing Date setting out certain common terms

"Issuer Power of Attorney" means the security power of attorney executed by the Issuer

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Power of Attorney) to the Issuer Deed of Charge

"Issuer Secured Creditors" means the Issuer Security Trustee and any Appointee thereof, the Bond Trustee and any Appointee thereof, the Registrar, the Paying Agents, the Issuer Swap Provider, the Partnership, the Account Bank, the Cash Manager, the Issuer/Issuer Holdco Corporate Services Provider, the Bondholders, any Receiver appointed by the Issuer Security Trustee under the Issuer Deed of Charge and any other entity that accedes to the Issuer Deed of Charge from time to time in such capacity

"Issuer Secured Obligations" means any and all monies, obligations and liabilities and all other amounts due, owing, payable or owed by the Issuer to the Issuer Secured Creditors under the Bonds and/or the Issuer Transaction Documents and references to Issuer Secured Obligations includes references to any of them,

"Issuer Security" means the Security Interests created by the Issuer by or pursuant to the Issuer Deed of Charge

"Issuer Security Documents" means the Issuer Deed of Charge, the Issuer Power of Attorney and any other document or instrument granted in favour of the Issuer Security Trustee (on behalf of the Issuer Secured Creditors) creating or evidencing security for all or any part of Issuer Secured Obligations, and **"Issuer Security Document"** means any of them

"Issuer Security Trustee" means HSBC Corporate Trustee Company (UK) Limited or such other entity appointed as security trustee for the Issuer Secured Creditors, subject to and in accordance with the terms of the Issuer Security Documents

"Issuer Swap" means the inflation swap transaction entered into by the Issuer and the Issuer Swap Provider and governed by the Issuer Swap Agreement

"Issuer Swap Agreement" means the 1992 ISDA Master Agreement (Multicurrency - Cross Border) (including the schedule thereto) dated as of 13 February 2013 between the Issuer and the Issuer Swap Provider and the swap confirmations thereunder

"Issuer Swap Provider" means Tesco Treasury Services Plc or such other person that is from time to time the counterparty to the Issuer pursuant to the Issuer Swap Agreement

"Issuer Transaction Account" means the account identified as such in Schedule 4 (*Account Details*) to the Common Terms and Definitions Deed which has been opened and will be maintained by the Issuer as required by Clause 7 (*Establishment of Issuer Transaction Account*), Clause 14 (*Operation of the Accounts*), Clause 17 (*Maintenance of the Accounts*) and Clause 28 (*The Issuer Transaction Account*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"Issuer Transaction Documents" means

- (a) the Subscription Agreement,
- (b) the Trust Deed and the Global Bond (as defined therein),
- (c) the Agency Agreement,

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- (d) the Account Bank Agreement,
- (e) the Cash Management Agreement,
- (f) the Issuer Deed of Charge,
- (g) the Issuer Power of Attorney,
- (h) the Issuer Swap Agreement,
- (i) any Eligible Guarantee (as defined in the Issuer Swap Agreement),
- (j) the Partnership Loan Agreement,
- (k) the Partnership Swap Agreement,
- (l) the Partnership Security Documents,
- (m) the Common Terms and Definitions Deed,
- (n) the Highest Rated Entity Deed,
- (o) the Tax Deed of Covenant,
- (p) the SDLT Deed of Covenant,
- (q) each Accession Letter,
- (r) the Junior Loan Letters,
- (s) the Issuer/Issuer Holdco Corporate Services Agreement,
- (t) the Issuer Master Definitions and Construction Schedule, and
- (u) any other document, agreement or deed to which the Issuer and/or Issuer Holdco is, or may become, a party and designated as such by the Issuer/Issuer Holdco and the Issuer Security Trustee,

and "Issuer Transaction Document" means any of them

"Joint Lead Arrangers" means Goldman Sachs International, acting through its offices at Peterborough Court, 133 Fleet Street, London EC4A 2BB and Barclays Bank PLC acting through its investment bank at 5 The North Colonnade, London E14 4BB and "Joint Lead Arranger" means any of them

"Junior Loan Letters" means the letters dated on or about the Bond Closing Date pursuant to which Finco has made subordinated secured loans of £1,000 to each of Nominee 1, Nominee 2, Nominees Holdco and the General Partner, and "Junior Loan Letter" means any one of them

"Landlord" means the landlord under the Occupational Leases

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"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

"Limited Partner No 1" means Tesco Dorney (1LP) Limited, a limited liability company incorporated in England and Wales with company number 8255488 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL

"Limited Partner No. 2" means the entity specified as the **"Limited Partner No. 2"** pursuant to a Letter of Accession in the form set out in Schedule 11 (*Form of Accession Letter*) Part 2 (New Limited Partner No 2 Category A) or Part 3 (New Limited Partner No 2 Category B) to the Common Terms and Definitions Deed

"Limited Partners" means Limited Partner No 1 and Limited Partner No 2 and **"Limited Partner"** means either one of them

"Loan Interest Payment Date" means 10 January, 10 April, 10 July and 10 October in each year commencing on 10 April 2013, provided that

- (a) the first Loan Interest Period will commence on (and include) the Bond Closing Date and end on (but exclude) the Loan Interest Payment Date falling on 10 April 2013, and
- (b) the final Loan Interest Payment Date will fall on 10 July 2044

"Loan Interest Period" means, in respect of a Partnership Loan, each of

- (a) the period from (and including) the Bond Closing Date to (but excluding) the first Loan Interest Payment Date (in all cases), and
- (b) each successive period from (and including) a Loan Interest Payment Date to (but excluding) the next succeeding Loan Interest Payment Date,

provided that the final Loan Interest Period will commence on (and include) the Loan Interest Payment Date falling on 10 April 2044 and end on (but exclude) the Loan Interest Payment Date falling on 10 July 2044

"Moody's" means Moody's Investors Service Ltd and any successor to its ratings business

"Mortgaged Properties" means, at any time, an interest in any property over which the Obligors have granted a Security Interest pursuant to the terms of the Partnership Security Documents (including any Incoming Properties, but excluding any Outgoing Properties), and **"Mortgaged Property"** means any of them

"Net Disposal Proceeds" means the proceeds of a Disposal of a Mortgaged Property net of costs and expenses, VAT chargeable thereon and any other Taxes payable in respect thereof by the Partnership or the General Partner

"Nominee 1" means Tesco Dorney (Nominee 1) Limited, a limited liability company incorporated in England and Wales with company registration number 8255640

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"Nominee 2" means Tesco Dorney (Nominee 2) Limited, a limited liability company incorporated in England and Wales with company registration number 8255645

"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 Charged Property" or **"Nominee Charged Property"** means all Interests of the Nominees which are subject to the Nominees Security

"Nominees Deed of Charge" means the deed of charge dated on or about the Bond Closing Date between, amongst others, the Nominees (as Chargors) and the Partnership Security Trustee

"Nominees Holdco" or **"Nominee Holdco"** means Tesco Dorney (Nominee Holdco) Limited, a limited liability company incorporated in England and Wales with registered number 8255503

"Nominees Holdco Deed of Charge" means the deed of charge dated on or about the Bond Closing Date between, amongst others, Nominees Holdco (as Chargor) and the Partnership Security Trustee

"Nominees Holdco Power of Attorney" means the security power of attorney executed by Nominees Holdco pursuant to the Nominees Holdco Deed of Charge in the form set out in Schedule 2 (*Form of Nominees Holdco Power of Attorney*) to the Nominees Holdco Deed of Charge

"Nominees 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 Partnership and Nominees Holdco on or about the Bond Closing Date whereby the Partnership agrees to pay to Nominees Holdco a fee in respect of the giving of the guarantee and the granting of the Nominees Holdco Security by Nominees Holdco to the Partnership Security Trustee

"Nominees/Nominees Holdco Corporate Services Agreement" means the agreement so named dated on or about the Bond Closing Date pursuant to which the Nominees/Nominees Holdco Corporate Services Provider is appointed to act as corporate services provider in respect of each of the Nominees and Nominees Holdco

"Nominees/Nominees Holdco Corporate Services Provider" means Langham Hall UK Services Limited Liability Partnership, a limited liability partnership established in England and Wales with registered number OC322239 and having its registered office at Aldwych House, 81 Aldwych, London WC2B 4HN

"Nominees Powers of Attorney" means the security powers of attorney executed by each Nominee pursuant to the Nominees Deed of Charge in the form set out in Schedule 5 (*Form of Nominee Power of Attorney*) to the Nominees Deed of Charge

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

"Nominees Side Letter" means the letter entered into between the Partnership and the Nominees on or about the Bond Closing Date whereby the Partnership agrees to pay the Nominees a fee in respect of the giving of the guarantee and the granting of the Nominees

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security by the Nominees to the Partnership Security Trustee

"Obligors" means the Partnership, the General Partner (in its own right), the Nominees and Nominees Holdco, and **"Obligor"** means any of them provided that a person shall cease to be an Obligor if all Security Interests granted by it in favour of the Partnership Security Trustee have been released pursuant to the terms of the Partnership Security Documents

"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 Occupational Tenant Guarantor and includes any underlease of any Incoming Property

"Occupational Nominees" means Tesco Property Nominees (No 5) Limited (a limited liability company incorporated in England and Wales with registered number 05888952 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL) and Tesco Property Nominees (No 6) Limited (a limited liability company incorporated in England and Wales with registered number 05902418 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL) who hold the relevant Occupational Leases on trust for TSL

"Occupational Tenant" means the tenant under the Occupational Leases, or in the case of the Gateshead Mortgaged Property and the West Bromwich Mortgaged Property, prior to the grant of the Gateshead Commercial Occupational Lease, the Gateshead University Accommodation Occupational Lease and the West Bromwich Occupational Lease, under the relevant Agreement for Occupational Lease, being as at the Bond Closing Date in relation to,

- (a) the Mortgaged Properties (apart from the West Bromwich Mortgaged Property and the Gateshead Mortgaged Property) the Occupational Nominees,
- (b) the Gateshead Mortgaged Property, TGP, and
- (c) the West Bromwich Mortgaged Property, TSL

"Occupational Tenant Guarantor" means Tesco in its capacity as guarantor under each Occupational Lease and any other person who guarantees the obligations of the Occupational Tenant, including as co-guarantor with Tesco pursuant to the Highest Rated Entity Deed

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

"outstanding" means in relation to the Bonds all the Bonds issued other than

- (a) those Bonds which have been redeemed in full pursuant to the Trust Deed,
- (b) those Bonds in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including premium (if any) and all interest payable thereon) have been duly paid to the Bond Trustee or to the Principal Paying Agent in the manner provided in the Agency Agreement (and where appropriate notice to that effect has been given to the relevant Bondholders in accordance with the Conditions) and remain available for payment against presentation of the relevant Bonds,
- (c) those Bonds which have become void under Condition 8 (Prescription),

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- (d) those mutilated or defaced Bonds which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 14 (Replacement of Global Bond),
- (e) (for the purpose only of ascertaining the Principal Amount Outstanding of the Bonds outstanding and without prejudice to the status for any other purpose of the relevant Bonds) those Bonds which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 14 (Replacement of Global Bond), and
- (f) any Global Bond to the extent that it shall have been exchanged for another Global Bond in respect of the Bonds of the relevant class or for the Bonds of the relevant class in definitive form pursuant to its provisions,

provided that for each of the following purposes, namely

- (i) the right to attend and vote at any meeting of the Bondholders of any class or classes, an Extraordinary Resolution in writing or an Ordinary Resolution in writing as envisaged by paragraph 1 of Schedule 4 (Provisions for Meetings of Bondholders) of the Trust Deed and any direction or request by the holders of Bonds of any class or classes,
- (ii) the determination of how many and which Bonds are for the time being outstanding for the purposes of Conditions 9 (Bond Events of Default) and 10 (Enforcement) and Clause 10 1 and paragraphs 4, 7 and 9 of Schedule 4 (Provisions for Meetings of Bondholders) of the Trust Deed,
- (iii) any right, discretion, power or authority (whether contained in the Trust Deed, any other Transaction Document or vested by operation of law) which the Bond Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Bondholders or any class or classes thereof, and
- (iv) the determination by the Bond Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Bondholders or any class or classes thereof,

those Bonds (if any) which are for the time being held by or on behalf of or for the benefit of the Issuer, any Obligor, any holding company of any of them or any other Subsidiary of any such holding company or Tesco, in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain outstanding,

"Partnership" means The Tesco Dorney Limited Partnership (a limited partnership incorporated in England and Wales with registered number LP015248 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL), acting by its general partner Tesco Dorney (GP) Limited (a limited liability company incorporated in England and Wales with registered number 8255493 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL)

"Partnership Accounts" means the Partnership Transaction Account, the Partnership VAT Account, the Partnership Disposal Proceeds Account (if any), the Partnership Insurance Proceeds Account (if any), the Partnership Geared Rent Account (if any), the Partnership Distribution Account and such other account as may be opened by the Partnership, with the prior written consent of the Partnership Security Trustee, at any branch of the Account Bank, and **"Partnership Account"** means any of them

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"Partnership Agreement" means the limited partnership agreement dated 26 October 2012 made between the General Partner and the Limited Partner No 1 as amended and restated after Bond Closing following completion of the Equity SPA and as it may be amended, restated, varied or supplemented from time to time however fundamentally

"Partnership Deed of Charge" means the deed of charge dated on or about the Bond Closing Date between, amongst others, the Partnership and the General Partner (as Chargors) and the Partnership Security Trustee

"Partnership Disposal Proceeds Account" means any account identified as such which is opened and maintained by the Partnership with the Account Bank as required by Clause 13 (*Further Accounts*), Clause 14 (*Operation of the Accounts*) and Clause 17 (*Maintenance of the Accounts*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"Partnership Distribution Account" means the account identified as such in Schedule 4 (*Account Details*) of the Common Terms and Definitions Deed which has been opened and will be maintained by the Partnership as required by Clause 9 (*Establishment of Partnership Accounts*), Clause 14 (*Operation of the Accounts*) and Clause 17 (*Maintenance of the Accounts*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"Partnership Enforcement Notice" means a Partnership Loan Enforcement Notice

"Partnership Event of Default" means a Partnership Loan Event of Default

"Partnership Facility" means the term loan facility made available by Finco to the Partnership pursuant to Clause 2 (*The Facility*) of the Partnership Loan Agreement

"Partnership Finance Documents" means

- (a) the Partnership Loan Agreement,
- (b) the Partnership Security Documents,
- (c) the Declaration of Trust,
- (d) the Beneficiary Undertaking,
- (e) the Partnership Swap Agreement,
- (f) the Subordinated Loan Agreement,
- (g) the Highest Rated Entity Deed,
- (h) the Tax Deed of Covenant,
- (i) the SDLT Deed of Covenant,
- (j) the Account Bank Agreement,
- (k) the Cash Management Agreement,
- (l) the Development Agreements,

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- (m) the Common Terms and Definitions Deed,
- (n) each Accession Letter,
- (o) each Junior Loan Letter, and
- (p) any other document, agreement or deed to which an Obligor is, or may become, a party and designated as such by the Partnership and/or that Obligor and the Partnership Security Trustee,

and **"Partnership Finance Document"** means any of them

"Partnership Geared Rent Account" means any account identified as such which is opened and maintained by the Partnership with the Account Bank as required by clause 13 (*Further Accounts*), Clause 4 (*Operation of the Accounts*) and clause 17 (*Maintenance of the Accounts*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"Partnership Insurance Proceeds Account" means any account identified as such which is opened and maintained by the Partnership with the Account Bank as required by Clause 13 (*Further Accounts*), Clause 14 (*Operation of the Accounts*) and Clause 17 (*Maintenance of the Accounts*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"Partnership Loan" means the loan made pursuant to the Partnership Loan Agreement or, as the context may require, the principal amount outstanding thereof

"Partnership Loan Agreement" means the loan agreement dated the Bond Closing Date between Finco as lender and the Partnership as borrower and others pursuant to which Finco agreed to make the Partnership Facility available to the Partnership

"Partnership Loan Enforcement Notice" means a notice served by the Partnership Security Trustee pursuant to Clause 16 18 (*Acceleration*) of the Partnership Loan Agreement demanding immediate repayment of all or part of the Partnership Loan

"Partnership Loan Event of Default" means any event or circumstance specified as such in Clause 16 (*Default*) of the Partnership Loan Agreement

"Partnership Operator" means Langham Hall UK LLP (registered number OC319723), a limited liability partnership established in England and Wales having its registered office at Aldwych House, 81 Aldwych, London WC2B 4HN, in its capacity as operator of the Partnership or such other entity or entities appointed as such operator from time to time subject to, and in accordance with, the Partnership Operator Agreement and authorised to act as an operator of an unregulated collective investment scheme by the FSA

"Partnership Operator Agreement" means the partnership operator agreement dated on or about the Bond Closing Date between the Partnership Operator and the Partnership, and any other document at any time designated in writing as such after the Bond Closing Date by the Partnership and the Partnership Security Trustee

"Partnership Power of Attorney" means the security power of attorney executed by the Partnership pursuant to the Partnership Deed of Charge

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"Partnership Pre-Enforcement Priority of Payments" means the provisions relating to the order or priority of payments by the Partnership set out in paragraph 6 (*Partnership Pre-Enforcement Priority of Payments*) of Part 5 (*Payment out of Partnership Accounts*) of Schedule 3 (*Payment out of Accounts*) to the Cash Management Agreement and Schedule 8 (*Partnership Pre-Enforcement Priority of Payments*) of the Partnership Deed of Charge

"Partnership Rent Account" means the account identified as such in Schedule 4 (*Account Details*) of the Common Terms and Definitions Deed which has been opened and will be maintained by the Nominees as required by Clause 8 (*Establishment of Partnership Rent Account*), Clause 14 (*Operation of the Accounts*), Clause 17 (*Maintenance of the Accounts*) and Clause 20 (*The Partnership Rent Account*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"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 Development Cash Manager,
- (e) the Account Bank,
- (f) the Nominees/Nominees Holdco 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,

and **"Partnership Secured Creditor"** means any of them

"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

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

"Partnership Security Documents" means each of the following

- (a) the Partnership Deed of Charge,
- (b) the Nominees Deed of Charge,
- (c) the Nominees Holdco Deed of Charge,
- (d) the Partnership Power of Attorney,
- (e) the General Partner Power of Attorney,
- (f) the Nominees Powers of Attorney,
- (g) the Nominees Holdco Power of Attorney, and
- (h) any other document or instrument granted in favour of the Partnership Security Trustee (on behalf of the Partnership Secured Creditors) creating or evidencing security for all or any part of the Partnership Secured Obligations,

and **"Partnership Security Document"** means any of them

"Partnership Security Trustee" means HSBC Corporate Trustee Company (UK) Limited in its capacity as security trustee for the Partnership Secured Creditors or such other entity appointed as Partnership Security Trustee from time to time, subject to and in accordance with the terms of the Partnership Deed of Charge

"Partnership Swap" means the inflation swap transaction entered into by the Partnership and the Issuer in respect of the Partnership Loan and governed by the Partnership Swap Agreement

"Partnership Swap Agreement" means the 1992 ISDA Master Agreement (Multicurrency–Cross Border) (including schedule thereto) dated on or before the Bond Closing Date between the Partnership and the Issuer and the swap confirmation thereunder

"Partnership Transaction Account" means the account identified as such in Schedule 4 (*Account Details*) to the Common Terms and Definitions Deed which has been opened and will be maintained by the Partnership with the Account Bank as required by Clause 9 (*Establishment of Partnership Accounts*), Clause 14 (*Operation of the Accounts*), Clause 17 (*Maintenance of the Accounts*) and Clause 25 (*The Partnership Transaction Account*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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"Partnership Transaction Documents" means

- (a) the Subscription Agreement,
- (b) the Partnership Finance Documents,
- (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 Nominees/Nominee Holdco Corporate Services Agreement,
- (j) the Equity SPA, and
- (k) and any other document designated as such by the Partnership and the Partnership Security Trustee,

and **"Partnership Transaction Document"** means each or any of them

"Partnership VAT Account" means the account identified as such in Schedule 4 (*Account Details*) of the Common Terms and Definitions Deed which has been opened and will be maintained by the Partnership with the Account Bank as required by Clause 9 (*Establishment of Partnership Accounts*), Clause 14 (*Operation of the Accounts*), Clause 17 (*Maintenance of the Accounts*) and Clause 24 (*The Partnership VAT Account*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"Party" means a party to the Transaction Document in which the term is used

"Paying Agents" means the Principal Paying Agent and any such additional or other paying agents, if any, appointed from time to time in respect of the Bonds pursuant to the Agency Agreement and/or, if applicable, any Successor paying agents in relation to the Bonds

"Permitted Security Interest" means any Security Interest arising under or pursuant to a Partnership Security Document or permitted to be created in accordance with a Partnership Finance Document

"Plc Indemnity" means the obligation of Tesco to undertake to indemnify the Partnership, pursuant to the Subordinated Loan Agreement, in an amount up to any relevant subordinated loan if and to the extent that the Subordinated Loan Facility Provider fails to make the relevant advance in accordance with its obligations under the Subordinated Loan Agreement

"Principal Amount Outstanding" means an amount equal to the original principal amount of a Bond less the aggregate amount of all principal payments (excluding any premium payable in accordance with Bond Condition 5 3(b) (*Redemption, Purchase and Cancellation*

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>payable since the Bond Closing Date, except if and to the extent that any such payment has been improperly withheld or refused</p> <p>"Principal Paying Agent" means HSBC Bank plc and any successor principal paying agent in respect of the Bonds appointed pursuant to the Agency Agreement</p> <p>"Principal Rent" means, in relation to a Mortgaged Property, the "Principal Rent" as defined in the Occupational Lease in respect of that Mortgaged Property and (without double counting) any amounts in lieu thereof under that Occupational Lease and/or pursuant to the Substitution Agreement</p> <p>"Property Advisor" means any person or entity appointed as property advisor from time to time by the Partnership under any Property Advisor Agreement</p> <p>"Property Advisor Agreement" means the agreement at any time designated in writing as such by the Partnership and the Partnership Security Trustee by which the Property Advisor is appointed</p> <p>"Property Option Agreement" means the agreement so named dated on or about the Bond Closing Date and made between, amongst others, TSL, the Nominees, the Occupational Nominees and the Partnership Security Trustee granting the relevant Occupational Tenant the option to acquire each of the Mortgaged Properties leased to it individually</p> <p>"Property Pool Documents" means each of the following</p> <ul style="list-style-type: none"> (a) the Headleases, (b) the Occupational Leases, (c) the Rent Continuation Deeds, (d) the Rent Payment Deeds, (e) any Superior Lease (including the West Bromwich Supplemental Agreement and the Gateshead Deed of Variation and Licence to Underlet), (f) each Reversion Option, (g) each Agreement for Head Lease, (h) each Agreement for Occupational Lease, (i) each Transfer, (j) the Substitution Agreement, (k) the Property Option Agreement, (l) the Property Pool Management Agreement, (m) the Property Advisor Agreement, and (n) any other title or conveyancing or other deeds or documents which affect or regulate the ownership, use and/or occupation of the Mortgaged Properties, <p>and "Property Pool Document" means any of them</p>

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"Property Pool Management Agreement" means the agreement so named dated on or about the Bond Closing Date between, amongst others, the Partnership, the Property Pool Manager and the Partnership Security Trustee

"Property Pool Manager" means Spen Hill Management Limited (a private limited company incorporated in England and Wales with registered number 2460426) 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 Moody's, Fitch 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

"Registrar" means HSBC Bank plc, a public limited liability company incorporated in England and Wales with registered number 14259 having its registered office at 8 Canada Square, London, E14 5HQ and/or, if applicable, any Successor registrar in relation to the Bonds

"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

- (a) all Principal Rent,
- (b) all other rental amounts payable pursuant to an Occupational Lease to the Landlord directly including (i) sums payable under the Occupational Tenant's covenants for outgoings, default interest and service charges, (ii) sums to cover any head lease rental, (iii) in respect of VAT, and (iv) by way of indemnity,
- (c) proceeds of insurance in respect of loss of rent, and
- (d) all licence fees and all other amounts payable pursuant to an Agreement for Occupational Lease to the Landlord, the Partnership and/or the Nominees, including amounts equal to (i) sums payable under the Occupational Tenant's covenants for outgoings, default interest and service charges, (ii) sums to cover any head lease rental, (iii) in respect of VAT, and (iv) by way of indemnity

"Rent Continuation Deeds" means the Gateshead Rent Continuation Deed and the West Bromwich Rent Continuation Deed and **"Rent Continuation Deed"** means each or any of them

"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,
- (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

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"Rent Payment Dates" means

- (a) in respect of the Mortgaged Properties other than the Gateshead Mortgaged Property, the Sunderland Mortgaged Property and the West Bromwich Mortgaged property (i) in respect of 2013, the date of the relevant Occupational Lease, 25 March, 24 June, 29 September and 25 December, and (ii) thereafter in respect of each other year, 25 March, 24 June, 29 September and 25 December,
- (b) in respect of the Gateshead Mortgaged Property, (i) in respect of 2013 for the Gateshead Mortgaged Property (excluding the Gateshead University Accommodation), 24 June, 29 September and 25 December and in respect of 2015 for the Gateshead University Accommodation, 29 September and 25 December, and (ii) thereafter in respect of each other year, 25 March, 24 June, 29 September and 25 December,
- (c) in respect of the Sunderland Mortgaged Property, (i) in respect of 2013 12 February 2013 (as to part), 25 March (as to part), 24 June, 29 September and 25 December, and (ii) thereafter in respect of each other year, 25 March, 24 June, 29 September and 25 December, and
- (d) in respect of the West Bromwich Mortgaged Property, (i) in respect of 2013 29 September and 25 December, and (ii) thereafter in respect of each other year, 25 March, 24 June, 29 September and 25 December,

and **"Rent Payment Date"** means each or any of them

"Rent Payment Deeds" means the Gateshead Rent Payment Deed and the West Bromwich Rent Payment Deed

"Reversion Option" means any further reversion option entered into pursuant to the terms of the Substitution Agreement

"S&P" means Standard & Poor's Credit Market Services Europe Limited or any successor to its ratings business

"Sandwell Council" means the Borough Council of Sandwell

"SDLT" means stamp duty land tax chargeable in accordance with Part 4 Finance Act 2003 (including any tax chargeable under paragraph 3 Schedule 7 Finance Act 2003) together with any interest and penalties arising from or relating to the same

"SDLT Deed of Covenant" means the deed of covenant in respect of SDLT dated on or about the Bond Closing Date between, *amongst others*, the Partnership and the Partnership Security Trustee

"Section 6 Notice" means a notice under section 6 of the Law of Distress (Amendment) Act 1908

"Securities Act" means the United States Securities Act 1933

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

"Security Protection Notice" means a notice in, or substantially in, the form set out in

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Schedule 11 (<i>Security Protection Notice</i>) to the Partnership Deed of Charge, delivered by the Partnership Security Trustee pursuant to the Partnership Security Documents</p> <p>"SHRL" means Spenhill Regeneration Limited a limited liability company incorporated in England and Wales with registered number 6418300 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL</p> <p>"Subordinated Loan Agreement" means the agreement so named dated on or about the Bond Closing Date between, amongst others, the Subordinated Loan Facility Provider as lender and the Partnership as borrower pursuant to which the Subordinated Loan Facility Provider agrees to make a facility available to the Partnership in order to fund certain expenses</p> <p>"Subordinated Loan Facility Provider" means TSL</p> <p>"Subscription Agreement" means the agreement so named dated 11 February 2013, between the Joint Lead Arrangers, the Issuer, Tesco, the Partnership, the General Partner, the Nominees and Nominees Holdco</p> <p>"Subsidiary" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006</p> <p>"Substitution Agreement" means the agreement for substitution, alteration and adjoining land developments dated the Bond Closing Date between, amongst others, TSL, TGP, the Partnership, the Partnership Security Trustee, the Nominees, Tesco and the Occupational Nominees</p> <p>"Successor" means, in relation to the Principal Paying Agent, the Registrar or the other Paying Agents, and any successor to any one or more of them in relation to the Bonds which shall become such pursuant to the provisions of the Trust Deed, the Agency Agreement (as the case may be) and/or such other or further principal paying agent or paying agents (as the case may be) in relation to such Bonds as may (with the prior approval of, and on terms previously approved by, the Bond Trustee in writing) from time to time be appointed as such, and/or, if applicable, such other or further specified offices (in the former case being within the same place as those for which they are substituted) as may from time to time be nominated, in each case by the Issuer, and (except in the case of the initial appointments and specified offices made under and specified in the Conditions and/or the Agency Agreement, as the case may be) notice of whose appointment or, as the case may be, nomination has been given by the Issuer to the relevant Bondholders pursuant to Clause 16(m) (Issuer Covenants) of the Trust Deed and in accordance with Condition 15 (Notices to the Bondholders),</p> <p>"Sunderland Development" means the development of the Sunderland Mortgaged Property to be undertaken by the Developer</p> <p>"Sunderland Development Agreement" means the development agreement entered into on or before the Bond Closing Date by the Partnership, the Nominees, TSL, Tesco and the Developer pursuant to which the Developer will agree, as principal, to undertake and complete the Sunderland Development</p> <p>"Sunderland Development Reserve Account" means the account identified as such in Schedule 4 (<i>Account Details</i>) to the Common Terms and Definitions Deed which has been opened and will be maintained by the Nominees with the Account Bank as required by Clause 12.2 of the Cash Management Agreement or any account at any branch of the</p>

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Account Bank which replaces the same from time to time

"Sunderland Mortgaged Property" means the property known as Sunderland, the details of which are more fully set out in Part 1 of Schedule 1 to the Partnership Deed of Charge

"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 Mortgaged Properties

"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

"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 HMRC or any successor thereof

"Tax Deed of Covenant" means the tax deed of covenant dated on or about the Bond Closing Date between, amongst others, the Obligors and the Partnership Security Trustee and includes any document entered into in accordance with its terms

"Tesco" means Tesco Plc

"Tesco Group" or **"Group"** means Tesco and all and any of its direct and indirect Subsidiaries

"TGP" means Tesco Gateshead Property Limited, a limited liability company incorporated in England and Wales with company number 08312532 and having its registered office at Tesco House, Delamare Road, Cheshunt EN8 9SL

"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/or the Partnership Security Trustee, or in which any of them 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

"TPHL2" means Tesco Property Holdings (No 2) Limited, a limited liability company incorporated in England and Wales with company number 5888922 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL

"Transaction Documents" means the Partnership Transaction Documents and the Issuer Transaction Documents, and **"Transaction Document"** means 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 legal title to the Mortgaged Properties by the Partnership to the Nominees

"Trust Deed" means the trust deed entered into on the Bond Closing Date between the

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Issuer and the Bond Trustee in relation to the constitution of the Bonds

"Trust Property" means

- (a) the Head Leases (as the same shall be amended, varied or supplemented from time to time) and the income, proceeds and rights arising from them (including, without limitation, Rental Income and Net Disposal Proceeds),
- (b) all assets created or acquired from time to time by Nominee 1 and Nominee 2 (in such capacity) for the benefit of the Tesco Dorney Limited Partnership in their capacity as trustees of land, and
- (c) all assets representing any of the above or derived therefrom

"TSL" means Tesco Stores Limited, a limited liability company incorporated in England and Wales with company number 519500 and having its registered office at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL

"VAT" or **"value added tax"** means any tax imposed in conformity with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) (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

"West Bromwich Agreement for Head Lease" means the agreement for the grant of a long lease of the West Bromwich Mortgaged Property

"West Bromwich Agreement for Occupational Lease" means the agreement for the grant of the West Bromwich Occupational Lease

"West Bromwich Developer" means TSL, who will undertake to complete the West Bromwich Development

"West Bromwich Development" means the development of the West Bromwich Mortgaged Property to be undertaken by the West Bromwich Developer

"West Bromwich Development Agreement" means the development agreement entered into on or before the Bond Closing Date by the Partnership, the Nominees, TSL, Tesco and the West Bromwich Developer pursuant to which the West Bromwich Developer will agree, as principal, to undertake and complete the West Bromwich Development

"West Bromwich Development Reserve Account" means the account identified as such in Schedule 4 (*Account Details*) to the Common Terms and Definitions Deed which has been opened and will be maintained by the Nominees with the Account Bank as required by Clause 12 (*Establishment of the Development Reserve Accounts*) of the Cash Management Agreement or any account at any branch of the Account Bank which replaces the same from time to time

"West Bromwich Mortgaged Property" means the property known as West Bromwich, the details of which are more fully set out in Part 1 of Schedule 1 to the Partnership Deed of Charge

"West Bromwich Occupational Lease" means the Occupational Lease in respect of the

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

West Bromwich Mortgaged Property

"West Bromwich Rent Continuation Deed" means the deed dated as at the date of the Common Terms and Definitions Deed made between the Partnership, the Nominees, TSL and Tesco

"West Bromwich Rent Payment Deed" means the deed dated as at the date of the Common Terms and Definitions Deed made between the Sandwell Council, TSL, the Partnership, the Nominees, TSL and Tesco

"West Bromwich Superior Lease" means the superior lease of the West Bromwich Mortgaged Property granted by Sandwell Council to TSL

"West Bromwich Supplemental Agreement" means the agreement dated on or about 12 February 2013 between Sandwell Council, the West Bromwich Developer and Tesco which is supplemental to the West Bromwich Council Agreement

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP* X

This form must be signed by a person with an interest in the registration of the charge

MG01**Particulars of a mortgage or charge****Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Azem Shamolli**Company name
Allen & Overy LLPAddress
One Bishops SquarePost town
London

County/Region

Postcode

E	1		6	A	D		
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Country
United Kingdom

DX

Telephone
+44 (0) 203 088 2355**Certificate**

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

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

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

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8255640
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A NOMINEES DEED OF CHARGE
DATED 13 FEBRUARY 2013 AND CREATED BY TESCO DORNEY
(NOMINEE 1) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE BY THE PARTNERSHIP, BY THE NOMINEES,
BY NOMINEES HOLDCO, BY THE GENERAL PARTNER 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 25 OF THE COMPANIES ACT 2006 ON THE
20 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 FEBRUARY
2013

Post



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**