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CHFP025

COMPANIES FORM No. 395 Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1116

5888955

Name of company

* Tesco Aqua (Nominee 1) Limited (the "Company")

Date of creation of the charge

Dated 19 March 2007 and created on 26 March 2007

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

Standard Security (the "Charge Document")

Amount secured by the mortgage or charge

The payment and discharge of the Partnership Secured Obligations

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

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

Goldman Sachs International, Peterborough Court, 133 Fleet Street, London, in its capacity as partnership security trustee for the Partnership Secured Creditors (who and whose successors and assignees as partnership security trustee foresaid are hereinafter referred to as the "Partnership Security Trustee")

Postcode EC4A 2BB

Presentor's name address and reference (if any)

Tods Murray LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG

RMM DJI G00779 1003

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



SH6KSOM1

SCT

11/04/2007

561

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

ALL and WHOLE the tenant's interest in the head lease between Tesco Stores Limited and the General Partner dated 3 October 2006 relating to the subjects known as Tesco Store, Kingsway West, Dundee in the County of Angus and being the subjects registered in the Land Register of Scotland under Title Number ANG45174 (the "Security Subjects")

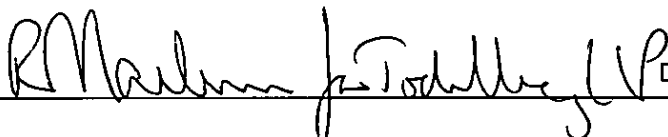
Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 11 April 2007

On behalf of ~~XXXXXXXXXXXX~~ [chargee] †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

SCHEDULE

Definitions

Account Bank	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Acquisition Loan	means the loan made available by Finco to the Partnership pursuant to Clause 2 (<i>Acquisition Loan Committed Facility</i>) of the Partnership Loan Agreement or, as the context may require, the principal amount outstanding for the time being of that loan
Agreements for Sale	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Allerton Agreement for Works	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Alterations Intercreditor Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Amendment Date	means 19 March 2007
Beneficiary	means the General Partner as the general partner of the Partnership or in its capacity as the beneficiary under the Beneficiary Undertaking
Beneficiary Undertaking	means (a) the English law beneficiary undertaking given by the Partnership in favour of the Partnership Security Trustee dated on or about the Amendment Date, (b) each Scottish law beneficiary undertaking given by the Partnership in favour of the Partnership Security Trustee in the form agreed by the Partnership Security Trustee
Closing Date	means the date on which the Acquisition Loan was made, being 9 October 2006
Common Terms and Definitions Deed	Means the agreement so named between, amongst others, the Partnership, the General Partner, the Nominees and the Partnership Security Trustee dated 19 March 2007
Declarations of Trust	means (a) an English law declaration of trust dated 9

	October 2006 as amended, varied or supplemented in which the Nominees declared that they hold the Mortgaged Properties on trust for the Beneficiary, and (b) each Scottish Declaration of Trust
Deed of Variation	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Finco	means Tesco Aqua (Finco 1) Limited a limited liability company incorporated in England and Wales with registered number 5888959 and having its registered office at Tesco House, Delamare Road, Cheshunt, Waltham Cross, Hertfordshire EN8 9SL
General Partner	means Tesco Aqua (GP) Limited, a limited liability company incorporated in England and Wales with registered number 05721654
GP Share Purchase Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
GSI	means Goldman Sachs International (registered number 2263951) whose registered office is at Peterborough Court, 133 Fleet Street, London EC4A 2BB in the capacity as partnership security trustee for the Partnership Secured Creditors in terms of the Partnership Deed of Charge
Guarantor	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Headleases	means the headleases of the Mortgaged Properties under which the Nominees hold their interest in the Mortgaged Properties, being, as at the Amendment Date, the headleases listed in Schedule 1 to the Partnership Deed of Charge and Schedule 1 to the Nominees Deed of Charge and includes the headlease of any Incoming Property and "Headlease" or "Head Lease" means any or all of them
Incoming Property	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Junior Loan Lender	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Junior Loan Letter	Shall have the meaning given to that term in

	the Common Terms and Definitions Deed
Lender	means Tesco Aqua (Finco 1) Limited, a limited liability company incorporated in England and Wales with registered number 05888959 and having its registered office at Tesco House, Delamare Road, Cheshunt, Waltham Cross, Hertfordshire EN8 9SL and any person which becomes a Lender in accordance with Clause 23 (<i>Changes to the Parties</i>) of the Partnership Loan Agreement
Leyland Agreement for Works	means the agreement for works in respect of the land and buildings at Tesco Store, Towngate, Leyland, Preston, Lancashire PR25 2FN dated on or about the Amendment Date and made between Tesco Stores Limited (1), Nominee 5 and Nominee 6 (2), the General Partner (3), the Nominees (4), the Guarantor (5), and the Limited Partner No 2 (6)
Liabilities	means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses or other liabilities whatsoever (including legal fees and penalties and any part of such item as represents any VAT but excluding Tax imposed on, or calculated by reference to, that person's net income, profit or gains) incurred by that person or for which that person is legally liable and any awards, claims, demands, judgments, actions or proceedings made or taken against that person
Limited Partner No 1	means Tesco Aqua (1LP) Limited, registered in the Cayman Islands with registered number CR171681
Limited Partner No. 2	means Mourant & Co Trustees Limited, a company incorporated in Jersey under registered number 87660 whose registered office is at 22 Grenville Street, St Helier, Jersey JE4 8PX, as managing trustee of Tesco Aqua Unit Trust
Limited Partner No. 3	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Limited Partners	means Limited Partner No 1, Limited Partner No 2 and Limited Partner No 3

Loan Note Instrument	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Mortgaged Properties	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Nominee 2	means Tesco Aqua (Nominee 2) Limited, a limited liability company incorporated in England and Wales with company registration number 5888960
Nominee 5	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, Waltham Cross, Hertfordshire EN8 9SL
Nominee 6	means 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, Waltham Cross, Hertfordshire EN8 9SL
Nominee Side Letter	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Nominees	means the Company and Nominee 2
Nominees Deed of Charge	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Nominees Holdco	means Tesco Aqua (Nominee Holdco) Limited, a limited liability company incorporated in England and Wales with registered number 5889025
Nominees HoldCo Deed of Charge	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Nominees HoldCo Side Letter	means the letter entered into between the Partnership and the Nominees HoldCo whereby the Partnership agrees to pay Nominees HoldCo a fee in respect of the granting of the floating charge by Nominees HoldCo to the Partnership Security Trustee pursuant to the terms of the Nominees HoldCo Deed of Charge
Occupational Leases	Shall have the meaning given to that term in

	the Common Terms and Definitions Deed
Operator	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Operator Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Option Agreements	means the Property Option Agreement and any other document at any time designated in writing as such by the Partnership and the Partnership Security Trustee
Partnership	Means the Company and Nominee 2 each as trustee of The Tesco Aqua Limited Partnership (UK LP 011520, whose principal place of business is at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL)
Partnership Agreement	means the limited partnership agreement dated 21 September 2006 made between the General Partner and the Limited Partners as amended and restated on or about the Closing Date and the Amendment Date and as it may be amended, restated, varied or supplemented on from time to time however fundamentally
Partnership Deed of Charge	means together (1) the amended partnership deed of charge signed of even date and to be dated on around the date of the Charge Document among, inter alios, the Partnership and GSI in its capacity as partnership security trustee for the Partnership Secured Creditors and amending the partnership deed of charge dated 9 October 2006 among, inter alios, the Partnership and Finco as partnership security trustee and (2) a supplemental partnership deed of charge signed of even date and to be dated on or around the date of the Charge Document among, inter alios, the Partnership and GSI in its capacity as Partnership Security Trustee
Partnership Fee Letter	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Partnership Finance Documents	means the Partnership Loan Agreement, any Partnership Security Documents, any Tax Deed of Covenant, any Partnership Fee Letter, Partnership Margin Letter, Loan Note Instrument, Partnership Secured Loan Notes,

	any Partnership Hedging Agreement, any Alterations Intercreditor Agreement, the Subordination Agreement, the SDLT Deed, Partnership Security Trustee Substitutional Deed, each Junior Loan Letter, the Partnership Secured Loan Note Sale and Purchase Agreement and any other document designated as such on or after the Amendment Date (but not before) by the Partnership and the Lender
Partnership Hedging Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Partnership Hedging Counterparty	means any counterparty with which the Partnership enters into a Partnership Hedging Agreement
Partnership Loan Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Partnership Margin Letter	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Partnership Secured Creditors	<p>means</p> <ul style="list-style-type: none"> (a) the Partnership Security Trustee (for itself and for and on behalf of the Partnership Secured Creditors), (b) the Lender, (c) the Junior Loan Lender, (d) the Account Bank, (e) the Operator, (f) the Nominees, (g) the Property Pool Manager, (h) any Partnership Hedging Counterparty, (i) any Partnership Secured Loan Noteholder, (j) any Receiver appointed under the Partnership Security Documents, and (k) any other creditor from time to time designated on or after the Amendment Date (and not before) as a Partnership Secured

	Creditor by the Partnership and the Partnership Security Trustee in writing
Partnership Secured Loan Notes	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Partnership Secured Loan Note Sale and Purchase Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Partnership Secured Loan Noteholders	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Partnership Secured Obligations	<p>means the aggregate of</p> <p>(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,</p> <p>(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,</p> <p>(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</p> <p>(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</p>

Partnership Security Documents	<p>means</p> <ul style="list-style-type: none"> (a) each Partnership Deed of Charge, (b) each Nominees Deed of Charge, (c) each Nominees HoldCo Deed of Charge, (d) the Scottish Security, (e) the Ranking Agreements, (f) any power of attorney executed and delivered by the Partnership, the General Partner, the Nominees and Nominees HoldCo respectively pursuant to the terms of any Partnership Security Document, (g) the Declarations of Trust, (h) the Beneficiaries' Undertakings, (i) any other document or instrument granted in favour of the Partnership Security Trustee (on behalf of the Partnership Secured Creditors) creating or evidencing the security for all or any part of the Partnership Secured Obligations, and (j) any other document designated as such from time to time by the Partnership and the Partnership Security Trustee
Partnership Security Trustee Substitution Deed	<p>Shall have the meaning given to that term in the Common Terms and Definitions Deed</p>
Partnership Transaction Documents	<p>means the Partnership Finance Documents, the Nominee Side Letter, the Nominees HoldCo Side Letter, the Headleases, the Occupational Leases, any Superior Lease, the Option Agreements, the Reversion Option, any Deed of Variation, the Agreements for Sale, the Transfers, the Property Pool Management Agreement, the Operator Agreement, the Beneficiary Undertaking, the Substitution Agreement, the Partnership Agreement, the Declaration of Trust, the Property Adviser Engagement Letter, the GP Share Purchase Agreement, Allerton Agreement for Works, Leyland Agreement for Works and any other document designated as such on or after the Amendment Date (but not before) by the</p>

	Partnership and the Partnership Security Trustee, and "Partnership Transaction Document" means each or any of them
Property Advisor Engagement Letter	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Property Option Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Property Pool Management Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Property Pool Manager	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Ranking Agreements	Shall have the meaning given to that term in the Common Terms and Definitions Deed
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
Reversion Option	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Scottish Declaration of Trust	<p>means</p> <p>(a) the declarations of trust dated 3 October 2006, between the Beneficiary, the Nominees and Nominee Holdco with the effective date being 11 October 2006 as amended, varied or supplemented in which the Nominees declared that they hold the Mortgaged Property situated at Riverside Drive, Dundee, Scotland on trust for the Beneficiary,</p> <p>(b) the declaration of trust signed of even date with the Common Terms and Definitions Deed, between the Beneficiary, the Nominees and Nominee Holdco with the effective date being 11 October 2006 as amended, varied or supplemented in which the Nominees declared that they hold the Mortgaged Property situated at Kingsway West, Dundee, Scotland on trust for the Beneficiary,</p> <p>(c) the declaration of trust dated 3 October 2006, between the Beneficiary, the Nominees and Nominee Holdco with the</p>

	<p>effective date being 11 October 2006 as amended, varied or supplemented in which the Nominees declared that they hold the Mortgaged Property situated at Nairn Road, Forres, Scotland on trust for the Beneficiary, and</p> <p>(d) the declaration of trust dated 3 October 2006, between the Beneficiary, the Nominees and Nominee Holdco with the effective date being 11 October 2006 as amended, varied or supplemented in which the Nominees declared that they hold the Mortgaged Property situated at Western Road, Montrose, Scotland on trust for the Beneficiary</p>
Scottish Security	Shall have the meaning given to that term in the Common Terms and Definitions Deed
SDLT Deed	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Subordination Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Substitution Agreement	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Superior Landlord	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Superior Lease	means any lease under which the landlord of any Occupational Lease or any Superior Landlord holds an interest in the properties which are leased by the Headleases
Tax	means any present or future tax, levy, impost, duty or other charge or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any Tax Authority
Tax Authority	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Tax Deed of Covenant	Shall have the meaning given to that term in the Common Terms and Definitions Deed
Tesco Aqua Unit Trust	Shall have the meaning given to that term in the Common Terms and Definitions Deed

This is the schedule referred to in the foregoing form 395

Transfers	Shall have the meaning given to that term in the Common Terms and Definitions Deed
VAT	Shall have the meaning given to that term in the Common Terms and Definitions Deed

M

COMPANIES FORM No. 398

398

Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

CHFP025

Please do not
write in
this margin

Pursuant to section 398(4) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

Company number

5888955

Name of company

* insert full name
of company

* Tesco Aqua (Nominee 1) Limited (the "Company")

WE ~~z~~ Tods Murray LLP

of Edinburgh Quay, 133 Fountainbridge, Edinburgh EH3 9AG

§ give date and
parties to charge

certify that the charge § comprising standard security granted by the Company
in favour of Goldman Sachs International dated 19th March 2007

† delete as
appropriate

of which a true copy is annexed to this form was presented for registration on 26th March 2007
in [Scotland] ~~MANX~~

Signed

Date 11 April 2007

Partner for Tods Murray LLP

Presenter's name address and
reference (if any)

Tods Murray LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG

DX ED58 Edinburgh
RMM DJI G00779 1003

For official Use

Post room

Notes

The address for the Registrar of Companies is -

Companies House
Crown Way
Cardiff
CF14 3UZ

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05888955

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 26 MARCH 2007 AND DATED THE 19th MARCH 2007 AND CREATED BY TESCO AQUA (NOMINEE 1) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE PARTNERSHIP THE NOMINEES NOMINEES HOLDCO AND 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 XII OF THE COMPANIES ACT 1985 ON THE 11th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th APRIL 2007

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES