



Please do not  
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this margin

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

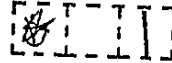
\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

Name of company

\* Maroncrest Limited



2803402

Date of creation of the charge

12th July 1993

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

Debenture

Amount secured by the mortgage or charge

Please see Schedule A. attached.

69a

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

Svenska Handelsbanken

Svenska House

3-5 Newgate Street London

Postcode

EC1A 7DA

15/7  
Presentor's name, address and  
reference (if any):

Hobson Audley  
7 Pilgrim Street  
London EC4V 6DR

For official use  
Mortgage section

REGISTERED

15 JUL 1993

Post room

COMPANIES HOUSE  
Cardiff

15 JUL 1993

M

Time critical reference

MRG SVEAM13

Short particulars of all the property mortgaged or charged

Please see Schedule B attached.

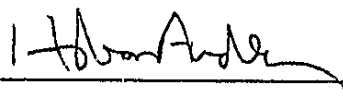
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legibly, preferably  
in black type or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 14th July 1993

On behalf of ~~[company]~~ [mortgagee/chargee]\*

\*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.

**MARONCREST LIMITED**

**Schedule A to Form 395**

**Amount secured by the Debenture**

1. The payment or discharge on demand by the Bank when the same are due of the following (whether any such indebtedness liability or obligation shall be the sole indebtedness liability or obligation of the Company or shall be a joint indebtedness liability or obligation with any other person firm or company and whether with or without other security):

- (i) all present and future indebtedness of the Company to the Bank on any current advance loan or other account whatsoever
- (ii) all liabilities in respect of notes or bills discounted or paid or bills accepted or endorsed for or at the request of the Company or other loans credits advances guarantees or indemnities made to or for the accommodation or at the request of the Company
- (iii) all other liabilities and obligations whatsoever of the Company to the Bank present or future actual or contingent howsoever arising and whether or not initially incurred to the Bank (including liabilities and obligations as surety or guarantor) and
- (iv) all costs charges fees and expenses (including without limitation value added tax) owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered to the Company or in relation to the enforcement of any such security or in relation to any such indebtedness or liabilities or obligations on a full and unlimited indemnity basis

together in each of the cases mentioned in sub-clauses (i) (ii) (iii) and (iv) of this Clause with all interest fees commissions and bank and discount charges such interest being computed in each such case according to the usual mode of the Bank and so that interest shall be payable at the same rate as well after as before any judgment.

**MARONCREST LIMITED**

**Schedule B to Form 395**

**The Property Charged by the Debenture**

By Clause 2 of the Debenture the Company as beneficial owner charged to the Bank:-

- (i) by way of first legal mortgage the property referred to in the Schedule below and each and every part thereof and all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereinafter thereon and with the benefit of all existing and (subject to the provisions hereof) future leases underleases tenancies agreements for lease rights covenants and conditions affecting the same but otherwise free from encumbrances
- (ii) by way of first legal mortgage all freehold and leasehold property now belonging to it wherever situate insofar as such property is at any time and for any reason not subject to a legal mortgage by virtue of sub-clause (i) of this Clause and all buildings and erections and fixtures and fittings and fixed plant and machinery now or hereafter thereon and with the benefit of all existing and (subject to the provisions hereof) future leases underleases tenancies agreements for lease rights covenants and conditions affecting the same but otherwise free from encumbrances
- (iii) by way of fixed equitable charge all estates or interests in any freehold or leasehold property (except the property effectively secured by sub-clauses (i) or (ii) of this Clause) now or at any time during the continuance of this security belonging to it wherever situate and all buildings and erections and fixtures and fittings and fixed plant and machinery from time to time thereon and with the benefit of all leases underleases tenancies agreements for lease rights covenants and conditions from time to time affecting the same (subject to the provisions hereof) but otherwise free from encumbrances

(iv) by way of fixed charge:-

- (a) its goodwill and uncalled capital both present and future
- (b) all its plant machinery vehicles computers and office and other equipment both present and future (excluding its stock in trade)
- (c) all stocks shares or other securities now or at any time during the continuance of this security belonging to it
- (d) all patents registered designs registered trade marks and service marks (and all goodwill associated therewith) and all applications therefor all copy-rights rights in the nature of copyright and design rights all unregistered trade and service marks (and all goodwill associated therewith) and all trade secrets and know-how and all other intellectual property rights now or hereafter owned by the Company together with the benefit of any licences or other agreements relating to the use or exploitation of rights of such nature whether owned by the Company or any third party and
- (e) all rights under or in respect of all contracts now or at any time during the continuance of this security entered into by or vested or assigned to it (including any contract for sale of any of the assets charged by the Debenture)

(v) by way of fixed charge all balances now or at any time during the continuance of this security standing to the credit of any account with any branch or office of any bank or financial institution (including the Bank) all debts representing the same and all other book debts and other debts (and the proceeds of all such debts) now or at any time during the continuance of the security under the Debenture due or owing to the Company and the benefit of all rights security and guarantees of any kind now or at any time enjoyed or held by the Company in relation thereto and

(vi) by way of floating security its undertaking and all its other property assets and rights whatsoever and wheresoever situate present and future including but not limited to its uncalled

capital for the time being and the property assets and rights described in sub-clauses (ii) (iii) (iv) and (v) of this Clause (if and insofar as the charges thereon created by the Debenture shall for any reason be ineffective as fixed charges).

**THE SCHEDULE TO THE DEBENTURE**  
**Registered Land**

County County Borough or London Borough	:	GREATER MANCHESTER
Parish or Place	:	BOLTON
Title Number	:	Part LA 125600
Property	:	The freehold land shown edged red on a plan annexed to a transfer of even date herewith between Aldi Stores Limited (1) and the Company (2) and now known as Osman House Prince Street Bolton

**Negative Pledge Clauses and other restrictions**

It is agreed that:-

- (1) under Clause 2 of the Debenture the Company shall not without the previous consent in writing of the Bank (and then only to the extent that such consent permits and in accordance with any conditions thereof) create or attempt to create any mortgage pledge charge or other encumbrance on or over the whole or any part of the undertaking and all the property assets and rights of the Company charged by or pursuant to the Debenture ("the Charged Property") or permit any lien to arise on or to affect any part thereof and the Company shall not (save as aforesaid) increase or extend any liability of the Company secured on any of the foregoing

- (ii) under Clause 4(i)(a) of the Debenture the Company is not without the previous consent in writing of the Bank (and then only to the extent that such consent permits and in accordance with any conditions thereof) to sell mortgage or otherwise deal with the credit balances and debts representing the same other book debts and other debts and other assets referred to in Clause 2(v) of the Debenture (and set out in Schedule B above) ("the Book Debts") otherwise than for the purpose of getting in and realising the same in the ordinary course of and for the purposes of carrying on its trading business (which expression shall not include the selling factoring or discounting by the Company of the Book Debts)
- (iii) under Clause 4(ii) the Company is not without the previous consent in writing of the Bank (and then only to the extent that such consent permits and in accordance with any conditions thereof) to sell transfer assign lease out lend or otherwise dispose of or agree to sell transfer assign lease out lend or otherwise dispose of all or any part of the assets charged by the Debenture or any interest therein except that the Company shall be entitled to sell transfer assign lease out lend or otherwise dispose of in the ordinary course of and for the purposes of carrying on its trading business any part of the Charged Property not expressed to be subject to a fixed charge created by or pursuant to the Debenture
- (iv) under Clause 4(x)(a) of the Debenture the Company is not without the previous consent in writing of the Bank (and then only to the extent that such consent permits and in accordance with any conditions thereof) to assign charge licence or otherwise divest itself of any interest or right in any of the intellectual property rights referred to in Clause 2(iv)(d) of the Debenture and not to permit any of the Company's patents registered designs registered trade marks or service marks or any applications therefor to be abandoned cancelled or lapse or to become liable to any application for a compulsory licence or revocation on the ground of non-use

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 12th JULY 1993  
and created by MARONCREST LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to SVENSKA HANDELSBANKEN

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 15th JULY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 19th JULY 1993

No. 2803402

*P. Jones*

**P. JONES**

an authorised officer

C.69a

Post  
19/7  
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