

012932/13
MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

FRIDAY



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A8S5QNH9

17/09/2010

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COMPANIES HOUSE

1 Company details

Company number 0 2 3 2 1 8 6 9

Company name in full Aldi Stores Limited

3 4 1

→ **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 d1 d4 m0 m9 y2 y0 y1 y0

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 An Additional Deed of Charge and Deed of Release dated 14 September 2010
between Aldi Stores Limited (the "Chargor") and Canada Life Limited (the
"Security Trustee") (the "Deed of Charge".)

4 Amount secured

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

Amount secured 4
+
10
All present and future obligations and liabilities
whether actual or contingent and whether owned
jointly or severally or in any other capacity
whatsoever of the Chargor to the Security Trustee
under each Finance Document

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

MG01**Particulars of a mortgage or charge****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 Canada Life Limited

Address 1-6 Lombard Street

London

Postcode E C 3 V 9 J U

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

With full title guarantee and as continuing security for the payment or discharge of all the secured obligations and all its other obligations under the Deed, the Chargor charges to the Security Trustee by way of first legal mortgage

3 1 1 All its freehold interest in the Additional Property, title to which is registered at the Land Registry including without limitation all buildings, fixtures, and its fixed plant and machinery at any time thereon; and

3 1.2 any proceeds of sale of all or any part of the Additional Property charged unless at the time such proceeds arise a Default is subsisting,

3 2 The Chargor assigns (to the extent not prohibited or restricted in any way in any relevant agreement) to the Security Trustee by way of security and with full title guarantee

3.2 1 All rental income arising from the Additional Property,

3.2 2 Any guarantee of such rental income contained in or relating to any Occupational Lease, and

3.2.3 the benefit of all Construction Contracts and the rights to recover and receive all payments and compensation which may be payable to the Company in respect of them

3 3 The security from time to time constituted by or pursuant to the Deed shall

3.3 1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Security Trustee may at any time hold for any of the Secured Obligations and it is hereby declared that no prior security held by the Security Trustee over the Security Assets or any part thereof shall merge into the Security, and

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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

3 3 2 remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and/or (ii) the security constituted by this Deed having been released in accordance with the terms of the Deed of Trust

3.4 To the extent that they are not subject to an effective assignment under Clause 3 2 the Chargor hereby declares that it shall hold all rights and benefits arising under the Construction Contracts on trust absolutely for the Security Trustee and will take all such action and do all such things as the Security Trustee may properly request in relation to the enforcement of the Construction Contracts and the preservation of the Security Assets

Definitions from Deed of Charge

"Additional Property" means the property and all interests in the real property known as:

(a) East Bristol Filling Station, Church Road, St George, Bristol and Land and Buildings at the rear of 269 Church Road, Redfield, Bristol and The Horse & Jockey, 271 Church Road, Redfield and Land and Buildings on the south side of the junction of Tintern Avenue with Chalks Road, Bristol and Part of Yard at 269 Church Road, Redfield, Bristol and registered under Land Registry title numbers AV40074, AV71597, AV236122, BL9829 and BL61347

(b) 57-59 London Road, Bexhill-On-Sea TN39 3JY and registered under Land Registry title number ESX19097

(c) Glebe Road, Scunthorpe DN15 6AF and registered under Land Registry title number HS224381

(d) Land at Uttoxeter New Road, Derby and registered under Land Registry title number DY244175

"Deed of Trust" means the deed of trust dated 17 July 2009 between the Chargor (1) and the Security Trustee (2).

"Construction Contracts" means all contracts entered into by the Company in relation to the construction, alteration, extension, renewal, refurbishment, modification of the Property of any part thereof

"Finance Document" means all and any of.

- a) this Deed
- b) any other Security Document
- c) the Deed of Trust
- d) any document designated as such in writing by both the Chargor and the Security Trustee

"Secured Obligations" means all present and future obligations and liabilities whether actual or contingent and whether owned or jointly or severally or in any other capacity whatsoever of the Chargor to the Security Trustee under each Finance Document.

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

"Security Assets" means the assets, rights and properties subject to the security constituted by or pursuant to the Deed.

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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

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 866)

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 870). 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 *Baker McKenzie LLP* X

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

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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 Stefanie Worden

Company name Baker & McKenzie

Address 100 New Bridge Street

Post town London

County/Region

Postcode E C 4 V 6 J A

Country England

DX 233 Chancery Lane

Telephone + 44 20 7919 1000



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. 2321869
CHARGE NO. 34**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ADDITIONAL DEED OF CHARGE
AND DEED OF RELEASE DATED 14 SEPTEMBER 2010 AND
CREATED BY ALDI STORES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CANADA LIFE LIMITED 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 17 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 SEPTEMBER
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES