

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[119]

FC021106

Name of company

\* Lidl U K Assets GMBH (the **Chargor**).

Date of creation of the charge

7 March 2008

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

An insurance assignment agreement dated 7 March 2008 between the Chargor  
and the Security Agent (as defined below) (the **Charge**).

Amount secured by the mortgage or charge

All present and future rights and claims (*Ansprüche*) (whether actual or  
contingent and whether owned jointly or severally or in any other capacity  
whatsoever) of any of the Finance Parties (as defined below) against any  
Obligor (as defined below) under the Finance Documents (as defined below)  
(or any of them), each as amended, restated, varied, supplemented, novated  
or extended from time to time, including, without limitation, any increase  
in principal or interest, in each case together with all costs, charges and  
expenses incurred by the Finance Parties (as defined below) (or any of  
them) in connection with the protection, preservation or enforcement of  
their respective rights under the Finance Documents (as defined below) (the  
**Secured Claims**)

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

The Royal Bank of Scotland plc of Level 5, 135 Bishopsgate, London for  
itself and for the Finance Parties (as defined below) in its capacity as  
security trustee under German law (*Treuhänder*) (the **Security Agent**).

Postcode EC2M 3UR

Presentor's name address and  
reference (if any)

Allen & Overy LLP  
One Bishops Square  
London E1 6AO

CLRM BK 8357260 1

Time critical reference

For official  
Mortgage S



\*PGBUA00K\*

PMO 18/3/2008 331  
COMPANIES HOUSE

\*PGBK3003\*

PMO 18/03/2008 194  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheets

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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 Allen & Overy LLP

Date 17 March 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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.

## **1. ASSIGNMENT**

### **1.1 General**

- (a) The Chargor hereby assigns all of its Claims to the Security Agent
- (b) The Security Agent accepts such assignment
- (c) The Existing Claims shall pass over to the Security Agent on execution of the Charge and any Future Claims shall pass over to the Security Agent at the date such Future Claims arise
- (d) Together with the Claims any other rights pertaining thereto are transferred and assigned to the Security Agent. The Security Agent herewith accepts such assignment and transfer. To the extent that any security interest securing the Claims is not transferred as a matter of law the Security Agent may request such transfer to it.
- (e) Insofar as additional declarations or actions are necessary for the perfection of the security interest to be granted under the Charge or the rights mentioned in clause 2.4 of the Charge, the Chargor shall promptly, at the Security Agent's request, make such declarations or undertake such actions.
- (f) In case the Chargor receives any kind of cheques (*Schecks*), bills of exchange (*Wechsel*), notes or commercial papers for the settlement of the Claims, the Chargor herewith assigns and transfers all rights and claims by way of security in respect of such cheques, bills of exchange, notes and commercial papers to the Security Agent. The Security Agent herewith accepts such assignment and transfer.

## **2. SECURITY PURPOSE**

The Claims shall serve as collateral in order to secure the prompt, complete and irrevocable satisfaction of any and all Secured Claims.

## **3. CONSTRUCTION**

- (a) In the Charge, unless the contrary intention appears, a reference to
  - (i) the Security Agent means the Security Agent acting as agent for and on behalf of the Finance Parties unless otherwise provided in the Charge,
  - (ii) a Finance Document is a reference to that document as amended, restated, supplemented or novated from time to time, and
  - (iii) promptly means without undue delay (*unverzüglich*) as contemplated in § 121 (1) BGB
- (b) Where the context so admits, the singular includes the plural and vice versa
- (c) The headings in the Charge are for convenience only and are to be ignored in construing the Charge
- (d) References to parties in the Charge shall also be deemed to include references to their respective successors, transferees and Security Agents

- (e) Terms defined or referred to in the Credit Agreement shall have, unless expressly defined otherwise in the Charge, the same meaning when used in the Charge
- (f) In case of any discrepancy with any term set out in the Credit Agreement and the Charge, the terms of the Credit Agreement shall prevail

In this Companies Form 395

**Accession Agreement** means a letter, substantially in the form of schedule 9 (Form of Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**Additional Guarantor** means any entity or person which becomes a guarantor under the Credit Agreement after the date of the Charge

**Additional Property** means any real property the security over which is created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on such property

**Agent** means the Facility Agent or the Security Agent

**Claims** means any and all present and future receivables and any other rights and claims that the Chargor holds or will hold under or in respect of any Insurance (to the extent that these relate to a Property), including, without limitation, damage claims (*Schadensersatzanspruche*) or claims resulting from unjust enrichment (*ungerechtfertigte Bereicherung*) Claims in existence or outstanding at the time the Charge comes into force being referred to as the **Existing Claims**, and Claims which will only come into existence in the future or will be assigned in the future by way of designation or otherwise being referred to as the **Future Claims**

**Company** means LIDL U K GmbH, London Branch, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany, having its corporate seat in Neckarsulm, Federal Republic of Germany and being registered at the commercial court (*Handelsgericht*) of the local court (*Amtsgericht*) of Stuttgart under registration number HRB 104862

**Credit Agreement** means the £300,000,000 credit facility agreement dated 26 February 2008, as amended, supplemented, restated, varied or novated from time to time, made between, amongst others, the Company, the Original Lenders, the Facility Agent and the Security Agent

**DMRS Warenhandel GmbH** means DMRS Warenhandel GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporate under the laws of the Federal Republic of Germany having its corporate seat in Neckarsulm, Federal Republic of Germany and being registered at the commercial court (*Handelsgericht*) of the local court (*Amtsgericht*) of Stuttgart under registration number 104864

**Facility** means the credit facility made available under the Credit Agreement

**Facility Agent** means The Royal Bank of Scotland plc, a public limited company, having its registered office at 36 St Andrew Square, EH2 2YB Edinburgh, Scotland, incorporated under the laws of

Scotland and being registered with the Companies House under registration number SC 090312, and any of its legal successors from time to time

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Agents or an Original Lender and the Company setting out the amount of certain fees referred to in the Credit Agreement

**Finance Document** means each of

- (a) the Credit Agreement,
- (b) an Accession Agreement,
- (c) a Fee Letter,
- (d) a Resignation Request,
- (e) a Security Document,
- (f) the Security Trust Agreement,
- (g) a Transfer Certificate,
- (h) the Tax Side Letter, or
- (i) any other document agreed and designated as such by the Facility Agent and the Company

**Finance Party** means a Lender or an Agent

**Guarantor** means an Original Guarantor or an Additional Guarantor

**Initial Property** means a property described in schedule 1 to the Security Agreement or in schedule 1 to the Standard Security, as the case may be and, where the context so requires, includes the buildings on each of such property

**Insurance** means any insurance (other than liability insurance claims (*Haftpflichtversicherungsanspruche*) or claims arising under insurance policies entered into for the benefit of the Chargor's employees) granted under an Insurance Policy in relation to a Property

**Insurance Assignment Agreement** means an assignment of insurances between the Company as assignor and the Security Agent in a form to be agreed between the Company and the Security Agent

**Insurance Policy** means any (existing or future) contract and policy of insurance subject to German Law (including, for the avoidance of doubt all cover notes (*Deckungszusagen*)) of whatever nature which are from time to time taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest including, without limitation, those specified in Schedule 1 to this Companies Form 395, in each case in relation to a Property

**Lender** means

- (a) an Original Lender, or
- (b) any person which becomes a lender under the Credit Agreement after the of the Charge

**LIDL Stiftung & Co. KG** means Lidl Stiftung & Co KG, a limited partnership (*Kommanditgesellschaft*) of which the general partner is a foundation (*Stiftung*), having its corporate seat in Neckarsulm, Federal Republic of Germany and being registered at the commercial court (*Handelsgericht*) of the local court (*Amtsgericht*) of Stuttgart under registration number HRA 102314

**Obligor** means the Company or a Guarantor

**Original Guarantor** means each of

- (a) the Company,
- (b) LIDL Stiftung & Co KG,
- (c) the Chargor,
- (d) TE-Beteiligungs-GmbH,
- (e) SBG LIDL GmbH & Co KG, and
- (f) DMRS Warenhandel GmbH,

and any of the legal successors of any of the entities mentioned under (a) to (f) above from time to time

**Original Lender** means each of

- (a) Abbey National Treasury Services,
- (b) Alliance & Leicester plc,
- (c) Barclays Bank Plc,
- (d) ING Bank N V , London Branch,
- (e) Lloyds TSB Bank plc, and
- (f) The Royal Bank of Scotland plc

**Property** means an Initial Property, an Additional Property or a Replacement Property

**Replacement Property** has the meaning given to it in clause 19.7 (Disposals and substitution of Property) of the Credit Agreement and, where the context so requires, includes the buildings on each of such property

**Resignation Request** means a letter substantially in the form of schedule 10 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

**SBG LIDL GmbH & Co. KG** means SBG LIDL GmbH & Co KG, a limited partnership (*Kommanditgesellschaft*) of which the general partner is a limited liability company, having its corporate seat in Neckarsulm, Federal Republic of Germany and being registered at the commercial court (*Handelsgericht*) of the local court (*Amtsgericht*) of Stuttgart under registration number HRA 104707

**Security Agreement** means a security agreement in the form of schedule 6 (Form of Security Agreement) of the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

**Security Document** means

- (a) the Security Trust Agreement,
- (b) any Security Agreement,
- (c) the Insurance Assignment Agreements,
- (d) any Supplemental Security Agreement,
- (e) any Supplemental Standard Security,

and any and all present and future documents under which a person grants collateral with a view to secure, *inter alia*, claims of a Finance Party under any Finance Document referred to under (a) to (d) and (f) to (i) (each inclusive) of the definition of Finance Documents, including, without limitation, the Charge and any other document designated as such by the Facility Agent and the Company

**Security Trust Agreement** means the agreement dated on or about the date of the Charge between, amongst others, the Security Agent and the other Finance Parties as beneficiaries and the Company as security grantor, under which the Security Agent has been granted certain rights and has assumed certain obligations in relation to certain Security Documents

**Standard Security** means a Scottish law governed standard security over the Initial Properties situated in Scotland by the Company in favour of the Security Agent in the form provided by the Facility Agent

**Subsequent Property** means an Additional Property or a Replacement Property, as the context requires

**Supplemental Security Agreement** means a supplemental security agreement executed or to be executed by the Company in favour of the Security Agent in relation to a Subsequent Property situated in England or Wales, substantially in the form of schedule 8 (Form of Supplemental Security Agreement) of the Credit Agreement

**Supplemental Standard Security** means a Scottish law governed standard security over any Subsequent Property situated in Scotland by the Company in favour of the Security Agent in the form provided by the Facility Agent

**Tax Side Letter** means the side letter between the Company and the Original Lender dated on or about the date of the Credit Agreement

**TE-Beteiligungs-GmbH** means TE-Beteiligungs-GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany having its corporate seat in Neckarsulm, Federal Republic of Germany and being registered at the commercial court (*Handelsgericht*) of the local court (*Amtsgericht*) of Stuttgart under registration number 108352

**Transfer Certificate** means a certificate, substantially in the form of schedule 5 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company

**Utilisation Date** means each date on which the Facility is utilised



**SCHEDULE 1****LIST OF INSURANCES**

<b>Insurance (Name/Description)</b>	<b>Policy Holder</b>	<b>Insurer</b>	<b>Insurance Policy Number</b>
<b>All-Risk Insurance Policy</b>	<b>Schwarz Finanz- und Beteiligungs GmbH &amp; Co. KG</b>  <b>Companies also insured:</b>  <b>Lidl U.K. GmbH., Londn Branch</b>  <b>Lidl U.K. Assets GmbH</b>	<b>HDI-Gerling Industrie Versicherung AG</b>	<b>1-000-00-13- 2093868-36</b>
<b>International All Risk Insurance Program</b>  <b>Property Damages and Business Interruption</b>	<b>Schwarz Finanz- und Beteiligungs GmbH &amp; Co. KG</b>  <b>Companies also insured:</b>  <b>Lidl U.K. GmbH., Londn Branch</b>  <b>Lidl U.K. Assets GmbH</b>	<b>Allianz Global Corporate &amp; Specialty AG</b>	<b>ISV</b> <b>90/0050/6888801 – PD</b>  <b>ISV</b> <b>90/0051/6888851 - BI</b>



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

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

COMPANY NO. FC21106  
CHARGE NO. 19

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT  
AGREEMENT DATED 7 MARCH 2008 AND CREATED BY LIDL  
U.K. ASSETS GMBH FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM ANY OBLIGOR TO ANY OF THE FINANCE  
PARTIES 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  
18 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2008



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES