In accordance with Section 859L of the Companies Act 2006

MR04

Statement of satisfaction in full or in part of a charge

Laserform

You can use the WebFiling service to file this form online.
Please go to www.companieshouse gov.uk

✓ **What this form is for**
You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge against a company.

✗ **What this form is NOT for**
You may not use this form to register a statement of satisfa in full or in part of a mortgage charge against an LLP Use f LL MR04

TUESDAY

A3NTMOBM
A13 30/12/2014 #93
COMPANIES HOUSE

1 Company details

7

Company number	0 5 0 2 2 7 6 7
Company name in full	Kenmore Capital Vaassen 2 Limited (the Chargor)

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

All fields are mandatory unless specified or indicated by *

2 Charge creation

When was the charge created?

→ **Before** 06/04/2013 Complete **Part A and Part C**

→ **On or after** 06/04/2013 Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date	d 1 d 7 m 1 m 2 y 2 y 0 y 1 y 0

A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number*	7

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced.

Instrument description	An insurance receivables security agreement dated 17 December 2010 between the Chargor and Deutsche Bank AG, London Branch (the Facility Agent) (the Deed).

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

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A4 **Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

Please see the continuation pages attached.

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

Part B Charges created on or after 06/04/2013

B1 **Charge code**

Please give the charge code This can be found on the certificate

Charge code ❶ ☐☐☐☐-☐☐☐☐-☐☐☐☐

❶ **Charge code**
This is the unique reference code allocated by the registrar.

A4 **Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

1. Insurances

(a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption

(i) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest, and

(ii) all monies payable and all monies paid to it under or in respect of all such contracts of insurance (the **Insurances**) save to the extent that the terms of such Insurance require such monies to be paid to a third party in respect of a claim by such party

(b) The Chargor must

(i) immediately on the date of the Deed serve a notice of assignment, substantially in the form of Part 1 to Schedule 2 (Notice to Insurer) to the Deed on the relevant insurer, and

(ii) use reasonable endeavours to ensure that such insurer acknowledges that notice, substantially in the form of Part 2 to Schedule 2 (Acknowledgment of Insurer) to the Deed

2. Restrictions on dealings

2.1 Security

Except as expressly allowed in the Common Terms and Facility Agreement, the Chargor may not create or permit to subsist any Security Interest on any Security Asset (except for the Security)

2.2 Disposals

Except as expressly allowed in the Common Terms and Facility Agreement, the Chargor may not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the security created under the Deed

A4 **Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

DEFINITIONS

In this Form MR04·

Administrative Parties means the Arranger or the Facility Agent.

Arranger means Deutsche Bank AG, London Branch

Borrower means the companies listed as borrowers in Schedule 1 (Original Parties and Properties) to the Common Terms and Facility Agreement

Cash Pooling Account has the meaning given to it in Clause 15.1(c)(v) (Designation of Accounts) of the Common Terms and Facility Agreement

Cash Pooling Agreement means the cash pooling agreement entered into between the Cash Manager and all Transaction Obligors on or about the date of the Deed with respect to the Cash Pooling Account and the related direct agreement between the Cash Manager and the Facility Agent

Cash Manager means the Parent in its capacity as cash manager under the Cash Pooling Agreement

Common Terms and Facility Agreement means the €95,017,087 common terms and facility agreement dated on or about the date of the Deed between, amongst others, the Chargor and the Facility Agent.

Counterparty means Deutsche Bank AG, London Branch

Duty of Care Agreement has the meaning given to it in Clause 20.3(b)(i) (Managing Agents and Investment Manager and Cash Manager) of the Common Terms and Facility Agreement

Fee Letter means any letter entered into by reference to the Common Terms and Facility Agreement between one or more Administrative Parties and the Parent setting out the amount of certain fees referred to in the Common Terms and Facility Agreement

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A4 Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Finance Document means

(a) the Common Terms and Facility Agreement;

(b) the French Loan Agreement;

(c) a Security Document;

(d) any Hedging Arrangement,

(e) a Subordination Agreement,

(f) a Fee Letter,

(g) a Resignation Request;

(h) a Transfer Certificate;

(i) the Cash Pooling Agreement,

(j) a Duty of Care Agreement;

(k) a Subordinated Creditor's Security Agreement, or

(l) any other document designated as such by the Facility Agent and the Obligors' Agent in writing

Finance Party means a Lender, the Counterparty or an Administrative Party

French Loan Agreement means the loan agreement governed by French law entered into between the French Obligors and the Facility Agent on or about the date of the Deed

French Obligors means an Obligor incorporated in France as set out in Schedule 1 (Original Parties and Properties) to the Common Terms and Facility Agreement

Group means the Parent and its Subsidiaries

Guarantor means the companies listed as guarantors in Schedule 1 (Original Parties and Properties) to the Common Terms and Facility Agreement

Hedging Arrangement means any interest hedging arrangement entered into by the Parent in connection with interest payable under the Common Terms and Facility Agreement

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A4 Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Lender means

(a) the Original Lender, or

(b) any person which becomes a Party in accordance with Clause 30 2 (Assignments and transfers by Lenders) of the Common Terms and Facility Agreement

Obligor means a Borrower or a Guarantor

Obligor's Agent means Tamar Capital Partners SAS.

Original Lender means Deutsche Bank AG, London Branch

Parent means TEIF Luxembourg S à r.l.

Party means a party to the Common Terms and Facility Agreement

Resignation Request means a letter in the form of Schedule 6 (Form of Resignation Request) to the Common Terms and Facility Agreement, with such amendments as the Facility Agent may approve or reasonably require

Security means any security created by the Deed

Security Asset means all assets of the Chargor the subject of any security created by the Deed

Security Document means

(a) each document referred to in Schedule 8 (Security Documents) to the Common Terms and Facility Agreement,

(b) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents; or

(c) any other document designated as such by the Facility Agent and the Obligors' Agent in writing

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Subordination Agreement means a subordination agreement to be entered into on or about the date of the Deed between, among others, the Subordinated Creditors and the Facility Agent.

A4 Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Subordinated Creditors means

(a) any person that is a creditor in respect of a Subordinated Loan; or

(b) any other person who becomes a Subordinated Creditor in accordance with the Common Terms and Facility Agreement.

Subordinated Creditor's Security Agreement means an assignment of a Subordinated Creditor's Subordinated Debt.

Subordinated Debt, in relation to a Subordinated Creditor, has the meaning given to it in the Subordination Agreement entered into by that Subordinated Creditor

Subordinated Loan means a loan or advance or other debt obligation (including any obligation convertible into share capital) between a Subordinated Creditor and any other member of the Group which is subject to the terms of the Subordination Agreement

Subsidiaries means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

Transfer Certificate means a certificate substantially in the form of Schedule 5 (Form of Transfer Certificate) to the Common Terms and Facility Agreement with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Parent

Transaction Obligors means

(a) an Obligor, or

(b) a Subordinated Creditor

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Part C To be completed for all charges

C1 Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box.

[✓] In full
[ ] In part

C2 Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name: Allen & Overy LLP

Please give the address of the person delivering this statement

Building name/number: 52
Street: Avenue Hoche
Post town: Paris
County/Region:
Postcode: 7 5 0 0 8

Please give the person's interest in the charge (e g chargor/chargee etc)

Person's interest in the charge: Solicitor on behalf of the Chargor.

C3 Signature

Please sign the form here.

Signature
X Allen & Overy LLP X

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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. The contact information you give will be visible to searchers of the public record

Contact name Jonathan Toffolo

Company name Allen and Overy LLP

Address 52 Avenue Hoche

Post town Paris

County/Region

Postcode 7 5 0 0 8

Country France

DX

Telephone +44 203 088 0000

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*

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
- ☐ You have given the charge number (if appropriate)
- ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1.
- ☐ You have given the details of the person delivering this statement in Section C2.
- ☐ You have signed the form

Important information

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

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