

MR01

Particulars of a charge

23 4929/13

Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

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 charge created or evidenced by
an instrument.

☒ What this form is NOT for
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of
the charge. If the form is not delivered within the 21 days it will be rejected unless it is
delivered outside of the 21 days it will be rejected unless it is
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with the
scanned and placed on the public record. Do not send the



A13 31/12/2014 #151
COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 05079880
Company name in full Kenmore Capital Vaassen 1 Limited (the Chargor)

8 | | |
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 date

Charge creation date 02/02/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Situs Asset Management Limited (the Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

None

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature **ALLEN & OVERY LLP ON BEHALF**
X OF THE SECURITY AGENT, 29 X
DECEMBER 2014

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

MR01

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

Contact name Jonathan Toffolo

Company name Allen & Overy LLP

Address 52 Avenue Hoche

Post town Paris

County/Region

Postcode

7	5	0	0	8			
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Country France

DX

Telephone +44 203 088 2039

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument, it must be a certified copy

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 filed on paper

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



FILE COPY

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5079880

Charge code: 0507 9880 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2014 and created by KENMORE CAPITAL VAASSEN 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st December 2014

Given at Companies House, Cardiff on 9th January 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Except for material indicated
pursuant to art. 8596 of the
Luxembourg Act 2006, I
certify that this is a
correct copy of the
original document.

INSURANCE RECEIVABLES SECURITY AGREEMENT

Allen & Overy LLP
23.12.14
32 Avenue Hecq
Paris 75008

DATED 22 DECEMBER 2014

THE COMPANIES LISTED IN SCHEDULE 1
as **Chargors**

and

SITUS ASSET MANAGEMENT LIMITED
as **Security Agent**

relating to
A PORTFOLIO OF DUTCH, FRENCH AND GERMAN PROPERTIES

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 22 December 2014 and is made **BETWEEN**

- (1) **THE COMPANIES** listed in Schedule 1 (Chargors) (the **Chargors**), and
- (2) **SITUS ASSET MANAGEMENT LIMITED** (the **Security Agent**) as agent and trustee for the Secured Parties (as defined in the Common Terms and Facility Agreement defined below)

BACKGROUND:

- (A) The Chargors enter into this Deed in connection with the Common Terms and Facility Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed,

Act means the Law of Property Act 1925.

Common Terms and Facility Agreement means the €94,500,000 common terms and facility agreement dated on or about the date of this Deed between (amongst others) the Chargors and the Security Agent

Party means a party to this Deed.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening Sections 678 or 679 of the Companies Act 2006.

Security Assets means all assets of each Chargor the subject of any security created by this Deed

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

1.2 Construction

- (a) Capitalised terms defined in the Common Terms and Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Common Terms and Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Common Terms and Facility Agreement are to be construed as references to this Deed
- (c) (i) A Finance Document or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or

other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;

- (ii) the term **this Security** means any security created by this Deed; and
- (iii) **assets**, includes present and future properties, revenues and rights of every description.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (e) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor,
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document.
 - (i) that Chargor must notify the Security Agent promptly;
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself, and
 - (iii) unless the Security Agent otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed
- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties

2.2 Insurances

- (a) Each 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) Each Chargor must:
 - (i) immediately on the date of this Deed serve a notice of assignment, substantially in the form of Part 1 to Schedule 2 (Notice to Insurer) to Aviva Insurance Limited, 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)
- (c) Each Chargor must:
 - (i) promptly on the commencement of new insurance policies placed on or about 1 January 2015 serve a notice substantially in the form of Part 1 to Schedule 2 (Notice to Insurer) to each such insurer; and
 - (ii) use reasonable endeavour to ensure that such insure acknowledge that notice substantially in the form of Part 2 to Schedule 2 (Acknowledgment of Insurer)

3. REPRESENTATIONS AND WARRANTIES - GENERAL

3.1 Nature of security

Each Chargor represents and warrants to each Secured Party that this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise

3.2 Times for making representations and warranties

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request and the first day of each Interest Period
- (c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition

4. RESTRICTIONS ON DEALINGS

4.1 Security

Except as expressly allowed in the Common Terms and Facility Agreement, no Chargor may create or permit to subsist any Security on any Security Asset (except for this Security)

4.2 Disposals

Except as expressly allowed in the Common Terms and Facility Agreement, no Chargor may 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 this Deed

5. WHEN SECURITY BECOMES ENFORCEABLE

5.1 Event of Default

This Security will become immediately enforceable if an Event of Default has occurred and is continuing.

5.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct.

5.3 Statutory powers

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable

6. ENFORCEMENT OF SECURITY

6.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

6.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

6.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply

6.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Finance Documents, or

- (d) how any money paid to the Security Agent or to that Receiver is to be applied

6.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may
 - (i) redeem any prior Security against any Security Asset, and/or
 - (ii) procure the transfer of that Security to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest

6.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

7. RECEIVER

7.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests the Security Agent to do so in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

7.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may,

whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

7.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

7.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

7.5 Exercise of Receiver powers by the Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

8. POWERS OF RECEIVER

8.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, this includes:
 - (i) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

8.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset

8.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit

8.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.

(b) A Receiver may discharge any person appointed by any Chargor.

8.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

8.6 Sale of assets

(a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit

(b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit

(c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor

8.7 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

8.8 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit

8.9 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

8.10 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset

8.11 Delegation

A Receiver may delegate his powers in accordance with this Deed.

8.12 Lending

A Receiver may lend money or advance credit to any customer of any Chargor

8.13 Protection of assets

A Receiver may

(a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,

- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit.

8.14 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law,
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of any Chargor for any of the above purposes

9. APPLICATION OF PROCEEDS

Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities; and
- (c) in payment of the surplus (if any) to any Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

10. EXPENSES AND INDEMNITY

Each Chargor must:

- (a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by any Security Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses.

11. DELEGATION

11.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

11.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

11.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

12. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for.

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent may think expedient

13. POWER OF ATTORNEY

13.1 Appointment

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

13.2 Exercise of Power of Attorney

The appointment effected under Clause 13.1 shall take effect immediately (or in the case of a Receiver, upon appointment), but the powers conferred shall only become exercisable if a Chargor does not fulfil its obligations under this Deed within 3 Business Days of the relevant Chargor receiving notice from the Security Agent or a Receiver

14. MISCELLANEOUS

14.1 Covenant to pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents

14.2 Tacking

Each Lender must perform its obligations under the Common Terms and Facility Agreement (including any obligation to make available further advances)

14.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Secured Party may open a new account with a Chargor.
- (b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

14.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate

15. RELEASE

At the end of the Security Period, the Secured Parties must, at the request and cost of each Chargor, take whatever action is necessary to release its Security Assets from this Security.

16. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

17. JURISDICTION

The English courts have exclusive jurisdiction to settle any dispute arising out of, relating to or having any connection with this Deed, and any dispute relating to any non-contractual obligations arising out of or in connection with it and each party submits to the exclusive jurisdiction of the English courts

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name of Chargor	Jurisdiction of Incorporation	Registration number (or equivalent, if any)
LUX 30 Starlight EUR S à l.	Luxembourg	B.181.209
Tamar European Industrial Fund Limited	Guernsey	45394
TEIF Luxembourg S à l	Luxembourg	B 118 846
TEIF Luxembourg Investments S à r l	Luxembourg	B.157 242
B V. Feldien Investments	The Netherlands	34107026
Tamar Industrial Properties	France	490 746 997
IDF Real Property	France	444 807 507
IDF Property Trading	France	481 465 672
IDF Property Investments	France	481 465 789
Cornas SNC	France	448 863 381
Dubois-Pillet SNC	France	434 597 977
Cortes SNC	France	431 406 909
Saint-Emilion SNC	France	449 487 420
Hermitage SNC	France	448 738 526
Pomerol les Vignes SNC	France	439 435 124
Tokay SNC	France	439 424 177
Cavallo Peduzzi SNC	France	429 979 826
Gausson SNC	France	429 731 813
Lebasque SNC	France	431 406 990
Kenmore Capital Vaassen 1 Limited	England and Wales	05079880
Kenmore Capital Vaassen 2	England and Wales	05022767

Tamar GM Properties	France	535 082 069
TEIF Germany Urbach S à l.	Luxembourg	B 120.735
TEIF Germany Einbeck S à r l	Luxembourg	B.120 743
TEIF Germany Simmern S à r l	Luxembourg	B 132 334

SCHEDULE 2
FORM OF LETTER FOR INSURER

PART 1

NOTICE TO INSURER

[On the letterhead of the relevant Chargor]

To [Insurer]

[Date]

Dear Sirs,

**Security Agreement dated [] between [relevant Chargor]
and Situs Asset Management Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement that we have assigned by way of security to Situs Asset Management Limited (as agent and trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of the Insurances *[insert details of Insurances]*.

We irrevocably instruct and authorise you to

- (a) following notification by the Security Agent that an Event of Default has occurred and is continuing, hold any insurance proceeds due and payable to the Chargor to the order of the Security Agent; and
- (b) following notification by the Security Agent that an Event of Default has occurred and is continuing, pay or release any insurance proceeds due and payable to the Chargor in accordance with the written instructions of the Security Agent

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at Situs Asset Management Limited, Situs Asset Management Limited, 155 Bishopsgate, London EC3M 3TQ, United Kingdom, marked for the attention of Head of Servicing with a copy to us

Yours faithfully,

By:

.. ..

(Authorised signatory)

For

[Chargor]

PART 2

ACKNOWLEDGEMENT OF INSURER

To: Situs Asset Management Limited
 155 Bishopsgate,
 London EC3M 3TQ,
 United Kingdom

Attention Head of Servicing

Copy [Relevant Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [relevant Chargor]
and Situs Asset Management Limited (the Security Agreement)**

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to receive any proceeds of any insurance claim

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) have not received notice of the interest of any third party in relation to the rights of the Chargor in respect of Insurances,

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

By

...
(Authorised signatory)

For

[Insurer]

SIGNATORIES

Chargors

EXECUTED as a **DEED** by)
LUX 30 STARLIGHT EUR S.À R.L.)
acting by its attorney, *Chris Pope*)
in the presence of:)

[REDACTED]
Signature

Witness's signature. [REDACTED]
Signature

Name: *Jonathan Toffredo*

Address

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a **DEED** by)
TAMAR EUROPEAN INDUSTRIAL)
FUND LIMITED)
acting by,)
a director in the presence of.)

Witness's signature:

Name

Address:

SIGNATORIES

Chargés

EXECUTED as a **DEED** by
LUX 30 STARLIGHT EUR S.À R.L.
acting by its attorney,
in the presence of

)
)
)
)

Witness's signature

Name

Address

EXECUTED as a **DEED** by
TAMAR EUROPEAN INDUSTRIAL
FUND LIMITED
acting by,
a director in the presence of

)
)
)
)

[REDACTED] Signature

CHRIS SPENCER
DIRECTOR

Witness's signature

[REDACTED] Signature

Name

Address

SHARON WILLIAMS
Belle Grene House
Les Bangues
St Peter Port
Guernsey

EXECUTED as a DEED by)
TEIF LUXEMBOURG S.À R.L.)
acting by, *Chris Page*)
its attorney in the presence of)

[REDACTED]
Signature

[REDACTED]
Witness's signature: Signature

Name. *JONATHAN TORRES*

Address:

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
TEIF LUXEMBOURG INVESTMENTS)
S.À R.L.)
acting by, *Chris Page*)
its attorney in the presence of.)

[REDACTED]
Signature

[REDACTED]
Witness's signature: Signature

Name *JONATHAN TORRES*

Address:

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by
B.V. FELDRIEN INVESTMENTS

acting by, *Chris Page*

a director in the presence of

Witness's signature

[REDACTED]
Signature

[REDACTED]
Signature

Name *JONATHAN TORRES*

Address:

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by
TAMAR INDUSTRIAL PROPERTIES

acting by, *Chris Page*

a director in the presence of:

Witness's signature

[REDACTED]
Signature

[REDACTED]
Signature

Name *JONATHAN TORRES*

Address

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
IDF REAL PROPERTY)
acting by, *Chris Page*)
a ~~director~~ in the presence of:)
Manager
Witness's signature: [REDACTED]
Signature

[REDACTED]
Signature

Name *JONATHAN TOFFOL*

Address

ALLEN & OVERY I.L.P
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
IDF PROPERTY TRADING)
acting by, *Chris Page*)
a ~~director~~ in the presence of:)
Manager
Witness's signature: [REDACTED]
Signature

[REDACTED]
Signature

Name *JONATHAN TOFFOL*

Address

ALLEN & OVERY I.L.P
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
IDF PROPERTY INVESTMENTS)
acting by, *Chris Page*)
a director in the presence of)

Manager
Witness's signature

[REDACTED]
Signature

[REDACTED]
Signature

Name *JONATHAN TORRELL*

Address:

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
CORNAS SNC,)
acting by *Chris Page*)
acting as *Manager*)

[REDACTED]
Signature

EXECUTED as a DEED by)
DUBOIS-PILLET SNC,)
acting by *Chris Page*)
acting as *Manager*)

[REDACTED]
Signature

EXECUTED as a DEED by)
CORTES SNC,)
acting by *Chris Page*)
acting as *Manager*)

[REDACTED]
Signature

EXECUTED as a DEED by)
SAINT-EMILION SNC,)
acting by *Chris Page*)
acting as *Manager*)

[REDACTED]
Signature

EXECUTED as a DEED by)
HERMITAGE SNC)
acting by *Chris Page*)
acting as *Manager*)

[REDACTED]
Signature

EXECUTED as a DEED by)
POMEROL LES VIGNES SNC,)
acting by Chris Page)
acting as Manager)
)

[REDACTED]
Signature

EXECUTED as a DEED by)
TOKAY SNC,)
acting by Chris Page)
acting as Manager)
)

[REDACTED]
Signature

EXECUTED as a DEED by)
CAVALLO PEDUZZI SNC,)
acting by Chris Page)
acting as Manager)
)

[REDACTED]
Signature

EXECUTED as a DEED by)
GAUSSON SNC,)
acting by Chris Page)
acting as Manager)
)

[REDACTED]
Signature

EXECUTED as a DEED by)
LEBASQUE SNC)
acting by Chris Page)
acting as Manager)
)

[REDACTED]
Signature

EXECUTED as a DEED by)
KENMORE CAPITAL VAASSEN 1)
LIMITED)
acting by its attorney Chris Page)
in the presence of.)

[REDACTED]
Signature

Witness's signature [REDACTED]
Signature

Name. JONATHAN TORRELO

Address

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
KENMORE CAPITAL VAASSEN 2)
LIMITED)
acting by its attorney Chris Page)
in the presence of.)

[REDACTED]
Signature

Witness's signature [REDACTED]
Signature

Name. JONATHAN TORRELO

Address

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
TAMAR GM PROPERTIES)
acting by Chris Page)
acting as Manager)

[REDACTED]
Signature

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
TEIF GERMANY URBACH)
S.À R.L.
acting by its attorney Chris Page)
in the presence of)

[REDACTED]
Signature

Witness's signature

[REDACTED]
Signature

Name: JONATHAN TOFFLO

Address

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
TEIF GERMANY EINBECK)
S.À R.L.
acting by its attorney Chris Page)
in the presence of)

[REDACTED]
Signature

Witness's signature

[REDACTED]
Signature

Name: JONATHAN TOFFLO

Address

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

EXECUTED as a DEED by)
TEIF GERMANY SIMMERN)
S.À R.L.
acting by its attorney *Chris Page*)
in the presence of:)

[REDACTED]
Signature

Witness's signature: [REDACTED] Signature

Name: *JONATHAN TOFFOL*

Address.

ALLEN & OVERY LLP
52 avenue Hoche
CS 90005
75379 PARIS CEDEX 08

Security Agent

SIGNED as a deed by)
SITUS ASSET MANAGEMENT LIMITED)
acting by its attorney *MILES FAIRBROTHER*)
in the presence of)

[REDACTED] Signature

Witness's Signature: [REDACTED] Signature

Name *JONATHAN TOFFOL*

Address

.....
ALLEN & OVERY LLP
..... 52 avenue Hoche
..... CS 90005
..... 75379 PARIS CEDEX 08
.....