


# MR01

## Particulars of a charge

237694/23



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

☒ **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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original.**



A26 26/08/2016 #74  
COMPANIES HOUSE

### 1 Company details

Company number 0 5 8 9 7 8 1 0

Company name in full GREAT WESTERN (GENERAL PARTNER 2006) LIMITED

2 0

→ 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 d1 d7 m0 m8 y2 y0 y1 y6

### 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 DEUTSCHE PFANDBRIEFBANK AG  
(as "Facility 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

N/A

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 <sup>1</sup>

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

☐

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

9

### Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP X

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 Ryan Magee

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country UK

DX 73 LONDON/CITY

Telephone 020 3088 0000

**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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5897810

Charge code: 0589 7810 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th August 2016 and created by GREAT WESTERN (GENERAL PARTNER 2006) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th August 2016

*Handwritten signature*

Given at Companies House, Cardiff on 2nd September 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**EXECUTION VERSION**

## **SECOND CONFIRMATORY SECURITY AGREEMENT**

**DATED** 17 August 2016

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

**and**

**DEUTSCHE PFANDBRIEFBANK AG**  
**as Facility Agent**

**relating to**  
**the Tuscany Property Portfolio**

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

*Allen & Overy LLP*

*25 August 2016*

**ALLEN & OVERY**

Allen & Overy LLP

0066256-0000275 BK.36396367 4

## CONTENTS

Clause	Page
1. Interpretation . . . . .	3
2. Creation of Security . . . . .	4
3. Incorporation .. . . .	9
4. H.M. Land Registry .. . . .	9
5. Miscellaneous .. . . .	10
6. Governing Law .. . . .	10
 <b>Schedules</b>	
1. Chargors. . . . .	11
Part 1 Corporate Chargors .. . . .	11
Part 2 Trustee Chargor. . . . .	12
2. Real Property .. . . .	13

EXECUTION VERSION

**THIS DEED** is dated 17 August 2016 and is made **BETWEEN**

- (1) **THE PARTIES** listed in Part 1 (Corporate Chargors) of Schedule 1 (Chargors) in their capacity as chargors (the **Corporate Chargors**);
- (2) **THE PARTY** listed in Part 2 (Trustee Chargor) of Schedule 1 (Chargors) in its capacity as chargor, solely in its capacity as trustee of Great Western Unit Trust, (the **Trustee Chargor**, together with the Corporate Chargors, the **Chargors**), and
- (3) **DEUTSCHE PFANDBRIEFBANK AG** (the **Facility Agent**) as agent and trustee for the Finance Parties (as defined in the Credit Agreement, defined below)

**BACKGROUND**

- (A) Pursuant to a security agreement dated 12 July 2013 between the Chargors and the Facility Agent (the **Original Security Agreement**), the Chargors created Security Interests over certain of their assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) The Credit Agreement was previously amended and restated by a supplemental agreement dated 15 May 2015 between, among others, the Chargors and the Facility Agent (the **First Supplemental Agreement**) at which time the Chargors and Facility Agent entered into a confirmatory security agreement dated 15 May 2015 (the **First Confirmatory Security Agreement**) to confirm that each of the Secured Interests created by each Chargor under the Original Security Agreement continued to secure the Secured Liabilities (as defined below).
- (C) The Credit Agreement has been amended by a second supplemental agreement dated on or about the date of this Deed between, among others, the Chargors and the Facility Agent (the **Second Supplemental Agreement**)
- (D) The Chargors and the Facility Agent consider that the Security Interests created by each Chargor under the Original Security Agreement and First Confirmatory Security Agreement secure payment of the Secured Liabilities, but enter into this Deed in case they do not
- (E) This Deed is supplemental to the Original Security Agreement and the First Confirmatory Security Agreement.
- (F) 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**

In this Deed

**Credit Agreement** means the £79,555,000 credit agreement originally dated 11 July 2013 between, among others, Sabatelli 3 S.p.A. as the Company and the Facility Agent as amended and restated from time to time

**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

## EXECUTION VERSION

Obligor to any Finance Party under any Finance Document including those obligations and liabilities as they are amended by the Second Supplemental Agreement.

- (a) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clauses 1.2 (Construction) and 41 (Enforcement) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement or a Finance Document will be construed as references to this Deed.
- (c)
  - (i) A Finance Document or document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, 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) a reference to any asset includes present and future properties, revenues and rights of every description, unless the context requires otherwise
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Facility Agent considers that an amount paid to a Finance 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.
- (g) 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 Facility Agent,
  - (ii) is created over present and future assets of each Chargor;
  - (iii) is security for the payment and satisfaction 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) The Facility Agent holds the benefit of this Deed and each Scottish Security on trust for the Finance Parties.



EXECUTION VERSION

- (c) All the security created under this Deed:
  - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities, and
  - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (d) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second or third ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement and the First Confirmatory Security Agreement until such time as either Security Interest created by the Original Security Agreement or the First Confirmatory Security Agreement ceases to have effect
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement or the First Confirmatory Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security Interest created by the Original Security Agreement or First Confirmatory Security Agreement ceases to have effect at a time when this Deed still has effect.

2.2 Land

- (a) Each Corporate Chargor:
  - (i) charges by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 2 (Real Property) to this Deed, and
  - (ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above or heritable property in Scotland) charges by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) The Trustee Chargor:
  - (i) charges by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and that form part of the Great Western Unit Trust Assets, this includes the real property specified in Schedule 2 (Real Property) to this Deed, and
  - (ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above or heritable property in Scotland) charges by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it and that form part of the Great Western Unit Trust Assets.
- (c) A reference in this Clause 2.2 (Land) to a mortgage or charge of any freehold or leasehold property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property (save for any belonging to a tenant or occupier of the property or other third party), and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

## **EXECUTION VERSION**

### **2.3 Securities**

- (a) Each Corporate Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) The Trustee Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf and in each case that form part of the Great Western Unit Trust Assets
- (c) A reference in this Clause 2.3 (Securities) to a mortgage or charge of any stock, share, debenture, bond or other security includes:
  - (i) any dividend or interest paid or payable in relation to it, and
  - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

### **2.4 Plant and machinery**

- (a) Each Corporate Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession
- (b) The Trustee Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession, in each case, that forms part of the Great Western Unit Trust Assets.

### **2.5 Credit balances**

- (a) Each Corporate Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated under the Credit Agreement or this Deed) it has with any person and the debt represented by it
- (b) The Trustee Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated under the Credit Agreement or this Deed) it has with any person and the debt represented by it, in each case, that forms part of the Great Western Unit Trust Assets.

### **2.6 Book debts etc.**

- (a) Each Corporate Chargor charges by way of a first fixed charge
  - (i) all of its book and other debts;
  - (ii) all other moneys due and owing to it; and
  - (iii) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (i) or (ii) above.
- (b) The Trustee Chargor charges by way of a first fixed charge.
  - (i) all of its book and other debts,
  - (ii) all other monies due and owing to it; and

**EXECUTION VERSION**

- (iii) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (i) or (ii) above

in each case, that forms part of the Great Western Unit Trust Assets

**2.7 Construction Contracts and Collateral Warranties**

Each Chargor charges by way of a first fixed charge all of its rights under any Construction Contract and any Collateral Warranty and the Escrow Agreement and, in the case of the Trustee Chargor, only to the extent that those rights under the Collateral Warranty Construction Contract and/or the Escrow Agreement forms part of the Great Western Unit Trust Assets.

**2.8 Insurances**

- (a) Each Corporate Chargor assigns absolutely, subject to a proviso for re-assignment on redemption
  - (i) all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, including, without limitation, any warranty insurance taken out by it or on its behalf in connection with an Acquisition, and
  - (ii) all monies payable and all monies paid to it under or in respect of all such contracts or policies of insurance.
- (b) The Trustee Chargor assigns absolutely, subject to a proviso for re-assignment on redemption
  - (i) all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, including, without limitation, any warranty insurance taken out by it or on its behalf in connection with an Acquisition; and
  - (ii) all monies payable and all monies paid to it under or in respect of all such contracts or policies of insurance,

in each case, that forms part of the Great Western Unit Trust Assets.

**2.9 Hedging**

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements, in the case of the Trustee Chargor, only to the extent that the rights under the Hedging Agreements form part of the Great Western Unit Trust Assets

**2.10 Other contracts**

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights (and in the case of the Trustee Chargor, only to the extent its rights under the relevant agreement forms part of the Great Western Unit Trust Assets)
  - (i) under each Lease Document;
  - (ii) in respect of all Rental Income;
  - (iii) under any guarantee of Rental Income contained in or relating to any Lease Document;
  - (iv) under each Development Document;

## EXECUTION VERSION

- (v) under each appointment of a Managing Agent,
  - (vi) under each appointment of an Asset Manager;
  - (vii) under the GW Property Trust Deed,
  - (viii) under each Acquisition Document, and
  - (ix) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause.
- (b) The relevant Chargor charges by way of a first fixed charge all of its rights (and in the case of the Trustee Chargor, only to the extent the relevant agreement forms part of the Great Western Unit Trust Assets) under the Tax Structuring Report and the tax due diligence report (containing summary financial information on each Target Company) prepared by Deloitte LLP.

### 2.11 Miscellaneous

- (a) Each Corporate Chargor charges by way of first fixed charge.
- (i) any beneficial interest, claim or entitlement it has in any pension fund,
  - (ii) its goodwill;
  - (iii) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
  - (iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (iii) above, and
  - (v) its uncalled capital.
- (b) The Trustee Chargor charges by way of first fixed charge.
- (i) any beneficial interest, claim or entitlement it has in any pension fund,
  - (ii) its goodwill;
  - (iii) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
  - (iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (iii) above, and
  - (v) its uncalled capital,

in each case, that forms part of the Great Western Unit Trust Assets

### 2.12 Floating charge

- (a) Except for Minotaur S à r l, each Corporate Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Deed and charges by way of a first floating charge all its property and assets, present and future, located in Scotland or otherwise governed by Scots law

#### EXECUTION VERSION

- (b) Minotaur S à r l charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Deed and charges by way of a second floating charge all its property and assets, present and future, located in Scotland or otherwise governed by Scots law.
- (c) The Trustee Chargor charges by way of a first floating charge all its assets that form part of the Great Western Unit Trust Assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Deed and charges by way of a first floating charge all its property and assets, present and future, located in Scotland or otherwise governed by Scots law which form part of the Great Western Unit Trust Assets.
- (d) Except as provided below, the Facility Agent may by notice to a Chargor convert the floating charge created by this Clause 2.12 (Floating charge) into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
  - (i) an Event of Default is outstanding; or
  - (ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (e) The floating charge created by this Clause 2.12 (Floating charge) may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium, or
  - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986
- (f) The floating charge created by this Clause 2.12 (Floating charge) will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator.
- (g) The floating charge created by this Clause 2.12 (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

### 3. INCORPORATION

The provisions of clause 3 (Restrictions on Dealings) to 21 (Release) (inclusive) (other than clause 4.3 (H.M. Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

### 4. H.M. LAND REGISTRY

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ in favour of Deutsche Pfandbriefbank AG referred to in the charges register or their conveyancer. (Standard Form P)"

**EXECUTION VERSION**

**5. MISCELLANEOUS**

- (a) The Original Security Agreement will remain in full force and effect.
- (b) This Deed is designated a Finance Document.

**6. GOVERNING LAW**

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

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

SCHEDULE 1

CHARGORS

PART 1

CORPORATE CHARGORS

1. SABATELLI 2 S.À R.L., a *société à responsabilité limitée* incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of £13,000 and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*) under number B177 304;
2. SABATELLI 3 S.À R.L., a *société à responsabilité limitée* incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of £13,000 and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*) under number B177.319,
3. SABATELLI 4 S.À R.L., a *société à responsabilité limitée* incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of £13,000 and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*) under number B177 531;
4. HARLOCK S.À R.L., a *société à responsabilité limitée* incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of £344,706 25 and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*) under number B132 879;
5. MINOTAUR S.À R.L., a *société à responsabilité limitée* incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 61, rue de Rollingergrund, L-2440 Luxembourg, with a share capital of £20,276.84 and registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés*) under number B150.864;
6. GREAT WESTERN (GENERAL PARTNER 2006) LIMITED a limited liability company incorporated under the laws of England and Wales, with its registered office at 7 Albemarle Street, London W1S 4SQ, with registered number 05897810, and
7. GREAT WESTERN (NOMINEE 2006) LIMITED a limited liability company incorporated under the laws of England and Wales, with its registered office at 7 Albemarle Street, London W1S 4SQ, with registered number 05911174

EXECUTION VERSION

**PART 2**

**TRUSTEE CHARGOR**

**CITCO JERSEY LIMITED** a limited liability company incorporated under the laws of Jersey, with its registered office at Le Masurier House, La Rue Le Masurier, St. Helier, Jersey JE2 4YE with registered number 42711



EXECUTION VERSION

**SCHEDULE 2**  
**REAL PROPERTY**

Owner	Property	Title Number(s)
Harlock S.J r.l	The freehold property known as land on the east side of Trimdon Street, Sunderland	TY353619

SIGNATORIES

Chargors

EXECUTED as a DEED on behalf of  
SABATELLI 2 S.À R.L., a company incorporated  
in Luxembourg by  
being a person who, in accordance with the laws of  
that territory, is acting under the authority of the  
company.



Name Stefan Lambert  
Manager

Authorised signatory

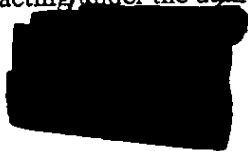
EXECUTED as a DEED on behalf of  
SABATELLI 3 S.À R.L., a company incorporated  
in Luxembourg by  
being a person who, in accordance with the laws of  
that territory, is acting under the authority of the  
company



Name Stefan Lambert  
Manager

Authorised signatory

EXECUTED as a DEED on behalf of  
SABATELLI 4 S.À R.L., a company incorporated  
in Luxembourg by  
being a person who, in accordance with the laws of  
that territory, is acting under the authority of the  
company



Name Stefan Lambert  
Manager

Authorised signatory

**EXECUTED** as a **DEED** on behalf of  
**HARLOCK S.À R.L.**, a company incorporated in  
Luxembourg by  
being a person who, in accordance with the laws of  
that territory, is acting under the authority of the  
company.

  
Name **Stefan Lambert**  
Manager

Authorised signatory

**EXECUTED** as a **DEED** on behalf of  
**MINOTAUR S.À R.L.**, a company incorporated  
in Luxembourg by  
being a person who, in accordance with the laws of  
that territory, is acting under the authority of the  
company.

  
Name: **Stefan Lambert**  
Manager

Authorised signatory

EXECUTION VERSION

EXECUTED as a DEED )  
by GREAT WESTERN (GENERAL PARTNER 2006) LIMITED )  
acting by [REDACTED] )

Director Charles Millard-Beer  
Director Maria Renault  
Director

in the presence of

Witness's Signature: [REDACTED]

Name

Address

Emma Channing

FIRST FLOOR OFFICES  
LE MASURIER HOUSE  
LA RUE LE MASURIER  
ST HELIER, JERSEY, JE2 4YE  
CHANNEL ISLANDS

EXECUTED as a DEED )  
by GREAT WESTERN (NOMINEE 2006) LIMITED )  
acting by [REDACTED] )

Director [REDACTED]  
Director Charles Millard-Beer  
Director Maria Renault  
Director

in the presence of

Witness's Signature: [REDACTED]

Name

Address

Emma Channing

FIRST FLOOR OFFICES  
LE MASURIER HOUSE  
LA RUE LE MASURIER  
ST HELIER, JERSEY, JE2 4YE  
CHANNEL ISLANDS

EXECUTION VERSION

EXECUTED as a DEED  
by CITCO JERSEY LIMITED  
as a trustee of Great Western Unit Trust  
acting by

)  
)  
)  
)

Director

  
Charles Millard-Beer  
Director

  
Maria Renault  
Director

in the presence of

*Directors of Citco Jersey Limited*

Witness's Signature



Name

*Emma Channing*

Address

FIRST FLOOR OFFICES  
LE MASURIER HOUSE  
LA RUE LE MASURIER  
ST HELIER, JERSEY, JE2 4YE  
CHANNEL ISLANDS

Facility Agent

DEUTSCHE PFANDBRIEFBANK AG

By

EXECUTION VERSION

EXECUTED as a DEED  
by CITCO JERSEY LIMITED  
as a trustee of Great Western Unit Trust  
acting by

)  
)  
)  
)

Director

in the presence of

Witness's Signature

Name

Address

Facility Agent

DEUTSCHE PFANDBRIEFBANK AG

By

[REDACTED]