



**Registration of a Charge**

Company name: **MARDAN EUROPE (NO.14) LIMITED**

Company number: **06266583**



X6CIK8E0

Received for Electronic Filing: **10/08/2017**

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**Details of Charge**

Date of creation: **28/07/2017**

Charge code: **0626 6583 0009**

Persons entitled: **DEUTSCHE GENOSSENSCHAFTS-HYPOTHEKENBANK AG**

Brief description: **CURRENT AND FUTURE RENT/LEASE CLAIMS INCLUDING ALL ANCILLARY CLAIMS AGAINST THE RELEVANT TENANT/LESSEE REGARDING BAHNHOFSTRAFBE 44 AT 55576 SPRENDLINGEN, ENTERED IN THE LAND REGISTRY OF SPRENDLINGEN OF THE LOCAL COURT OF BINGEN AM RHEIN, FOLIO 6448, SERIAL NO. 1 OF THE INVENTORY REGISTER.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT AND THE ELECTRONIC COPY TRANSLATION DELIVERED IS A TRUE TRANSLATION OF THE ORIGINAL INSTRUMENT.**

Certified by:

**FLADGATE LLP**



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

Company number: 6266583

Charge code: 0626 6583 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2017 and created by MARDAN EUROPE (NO.14) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2017 .

Given at Companies House, Cardiff on 14th August 2017

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

*We hereby certify this to be a true translation of the original Dentons Europe LLP 28.7.2017*

**DENTONS**  
Dentons Europe LLP  
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10117 Berlin  
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Assignment of rent/lease claim (narrow declaration of intent)	For joint debt processing, please quote in correspondence No.
	Agreement No. 3302428200

Collateral issuer (name, address) MARDAN EUROPE (NO. 14) LIMITED with its registered office in Sutherland House, 70-78 West Hendon Broadway, London, NW9 7BT entered in the Company Register of England and Wales under Company Number 06266583	Bank Deutsche Genossenschafts-Hypothekenbank AG Rosenstrasse 2 20095 Hamburg
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Collateral issuer and Bank conclude the following deed of assignment:

**1 Agreement of the scope of the security**

The assignment serves to secure all existing, future and conditional claims of the Bank or a legal successor of the Bank continuing the business relationship against

in this document – also in the event of several persons – referred to as “debtor”<sup>1</sup>

MARDAN EUROPE (NO. 5) LIMITED  
with its registered office in Sutherland House, 70-78 West Hendon Broadway, London, NW9 6BT  
entered in the Company Register of England and Wales under Company Number 05604919

MARDAN EUROPE (NO. 10) LIMITED  
with its registered office in Sutherland House, 70-78 West Hendon Broadway, London, NW9 7BT  
entered in the Company Register of England and Wales under Company Number 05908711

MARDAN EUROPE (NO. 11) LIMITED  
with its registered office in Sutherland House, 70-78 West Hendon Broadway, London, NW9 7BT  
entered in the Company Register of England and Wales under Company Number 05990768

MARDAN EUROPE (NO. 12) LIMITED  
with its registered office in Sutherland House, 70-78 West Hendon Broadway, London, NW9 7BT  
entered in the Company Register of England and Wales under Company Number 05991564

MARDAN EUROPE (NO. 14) LIMITED  
with its registered office in Sutherland House, 70-78 West Hendon Broadway, London, NW9 7BT  
entered in the Company Register of England and Wales under Company Number 06266583

ISOMOD REAL ESTATE LIMITED  
with its registered office in Sutherland House, 70-78 West Hendon Broadway, London, NW9 6BT  
entered in the Company Register of England and Wales under Company Number 05605032

with joint liability

☒ X from loans

Contract of 28.07.2017	totalling (amount/currency unit) EUR 10,750,000.00
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Should interest on debt and rates of repayment be charged on an account as a running account, the account overdrafts (loan drawn down beyond an agreed loan or without express agreement) arising as a result are secured additionally for a period of three months.

☐ from loans as a running account (in particular advances, discount credits, acceptance credits and guaranteed credits)

Contract of	totalling (amount/currency unit)
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☐

From
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Contract of	totalling (amount/currency unit)
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The assignment secures the claims of the Bank also if the agreed term of the above-mentioned contract/contracts is extended (prolongation), which also applies if the extension of the term is associated with an amendment to the conditions. Should the above-mentioned contract/contracts be or become ineffective or be revoked effectively, all the claims are also secured, to which the Bank is entitled following the ineffectiveness or the revocation.

## 2 Agreement of the assignment

2.1 The collateral issuer assigns his current and future rent/lease claims including all the ancillary claims against the relevant tenant/lessee regarding the rented/leases property/item

Consecutive No.	Precise description of the property/item	Current tenant/lessee	
1	Bahnhofstraße 44 at 55576 Spremlingen, entered in the Land Registry of Spremlingen of the local court of Bingen am Rhein, folio 6448, serial no. 1 of the inventory register	See appendix List of tenants	
Consecutive No.	Current rent (amount/due date)	Full amount	Amount of a first ranking partial amount of this (amount/due date)
	EUR		
1	See appendix List of tenants	<input checked="" type="checkbox"/> X	<input type="checkbox"/>

☒ X for the entire duration of the rental/lease

☐ for the period from \_\_\_\_\_ until \_\_\_\_\_ to the Bank.

The assignment also includes any claims of the tenant/lessee regarding payments – in particular compensation payments-, which are agreed in connection with the cancellation of a tenancy/lease.

2.2 With the assigned claim all the existing and future rights including the securities liable for the latter and any securities provided in the future (e.g. debt guarantees) are transferred to the Bank.

## 3 Further agreements

3.1 The remaining rights from the rental contract/lease remain with the collateral issuer, in particular the right to terminate the contractual relationship in the event of payment arrears or the right to terminate the contract on the due date. The collateral issuer is obliged to immediately assert the above-mentioned rights at the request of the Bank or to assign them subsequently to the Bank.

3.2 Amendments to the rental contract/lease require the prior consent of the Bank, insofar as they have an adverse effect on the latter's rights. This also applies to cancellation of the contract. The collateral issuer undertakes to immediately notify the Bank of any amendments which concern the rental/lease relationship and - insofar as amendments to this contract or in the event of a change of tenant/lessee mean that new notifications about assigned claims become necessary - to provide the corresponding declarations.

Insofar as the bookkeeping or data processing of the collateral issuer is carried out by a third party, the Bank is hereby authorised to obtain this documentation directly from the third party in its own name.

3.3 The collateral issuer gives assurances that the assigned claims are neither assigned nor pledged nor have been seized otherwise.

3.4 The collateral issuer undertakes to notify the tenant(s)/lessee(s) that payments should be made only to an account determined by the Bank. In the event that the counter-value of the claims assigned to the Bank is received in full or in part in cash or by cheque by the collateral issuer itself or another financial institution for the collateral issuer, the latter is obliged to immediately transfer the counter-value to the Bank. The Bank is entitled to notify the assignment to the tenant/lessee.<sup>2</sup>

### 3.5 Cover Limit and Release claim

#### 3.5.1 Cover limit

The cover limit is \_\_\_\_\_ % of the claims of the Bank to be secured according to number 1 including the not utilized credit commitment of the Bank towards the debtor. If no percentage has been inserted, a percentage of 110% is relevant.

#### 3.5.2 Release Claim

If the achievable value of all the securities exceeds the coverage limit not only temporarily, the Bank must release securities of its choice at the request of the collateral issuer.

3.6 Any amendment or supplement to this contract or an agreement about its cancellation requires the written form to become valid.

3.7 Should individual provisions of this contract not have become a component of the contract or be ineffective or not have been implemented, then the remainder of the contract will remain effective. Insofar as provisions have not become a component of the contract or are ineffective, the content of the contract will be guided by the statutory provisions.

The agreements in this contract do not replace earlier agreements, but are added to them as a supplement.

The use of data for advertising purposes can be objected to at any time.

3.8 The Bank's **General Terms and Conditions** (AGB) apply as a supplement. The AGB can be inspected at the Bank's premises; they will be handed out on request.

Place, date Berlin, 28.07.2017	Signature of the collateral issuer MARDAN EUROPE (NO 14) LIMITED  [signature]  Name: Dr. David Lange  Position: Representative with power of attorney dated 20.06.2017
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Place, date Hamburg, 28.07.2017	Signature of the Bank Deutsche Genossenschafts-Hypothekenbank AG  [signatures]
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If with regard to the matrimonial property regime between the spouses, the involvement of the other spouse is required, the latter hereby grants his/her consent.	
Name	
Place, date	Signature of the spouse/civil partner

Authorisation check for: MARDAN EUROPE (NO 14) LIMITED

The signature under this contract <input type="checkbox"/> was provided before me by the collateral issuer. <input type="checkbox"/> was verified by me.	
The collateral issuer provided evidence of his identity by means of (document) <input type="checkbox"/> is already authorised. <input type="checkbox"/> identity card <input type="checkbox"/> passport <input type="checkbox"/>	
No.	issuing authority Date of issue
Nationality	Place of birth

Place, date	Bank employee
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<sup>1</sup> If there are several debtors and if the security is also to serve as security for the claims against individual debtors, then this is to be negotiated separately and expressed in an additional note, such as "and against each individual of the latter".

<sup>2</sup> use pre-printed form 232 050

28.07.2017

SBU Name	Property No.	Property Street	Property City	Property Name, Space No.	Apars Name	Type of Space	SQM space	Rent per sqm monthly	Amount Parking slot	Rent per / slot	Number of other units in the building	Rent other facility per month	Tenant No.	Tenant Name	Lease date / signature / expiry
Name der Gesellschaft	Objekt Nr.	Objektstrasse	Objekt Stadt	Objekt Name, Flächennr.	Flächen-Nr.	Art des Flächen / Nutzung	Flächen- oder m²	Kilowattstunden monatlich	Abgabe Taxibetreiber	Miete pro Monat	Anzahl & Art der weiteren Einheiten	Kilowattstunden monatlich	Mieternr.	Kundenname	Umfeld, Datum, Unterschrift durch Mieter
Mardan Europe No.14 Ltd.	5472	Bahnhofstr. / Kreuznacher Str.	Sprendlingen	Sprendlingen	1001	ground floor market	trade space	1.037,00	9,77 EUR	- EUR	-	- EUR	0022	Netto Marken Discount	14.11.2000
Mardan Europe No.14 Ltd.	5472	Bahnhofstr. / Kreuznacher Str.	Sprendlingen	Sprendlingen	8001	parking spaces	Netto parking spaces outside	- EUR	60,-	- EUR	-	- EUR	0022	Netto Marken Discount	

Invoice (signature, stamp)	Post Line	Service Charge	Charges	VAT	To be invoiced as amount	Index Code	Index name	Indexation Method (VCS/PRO)	Start of index or last adjustment	Contractual period or last adjustment	Index Value last adjustment	Index Value in %	% of adjustment
Index Code Lieferung durch Vermieter	Miete Nebenkost	Miete Nebenkost mieteinst. Zst	Nebenkosten	andere Einblenden	Macht	Gewinnmindernd M. Konto	index code	index name	Appropiating method (VCS/PRO)	Indexation code Miete nebkosten	Indexation abwärtswert	Indexation bei Miete nebkosten einst. Zst	Indexation abwärtswert
14.11.2000	10,135.61	0.00	0.00	0.00	1,925.77	12,061.38	135	consumer price index Germany month	no	01.07.2013	36,106.10	10.00%	65.00%
	0.00	0.00	0.00	0.00	0.00	0.00							

0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €	0.00 €
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actual index value	if product to rent same as in %	difference in % with adjustment by the change p.a.	years until agreement by the change p.a.	comment on indexation status	rent amount to be paid according to agreement	rent amount change from previous period	current rent amount	start of lease	calc. end of lease (UEZ) and special circumstances	lease end	remaining time of lease	option contract	rent amount agreed
aktueller Indexwert	Differenz zu Substanzwert in %	Differenz zu Anpassung in %	Jahre bis zur Anpassung bei 10% Aufwachs pro Jahr	Kommentar zu Index Status	Nachtrag vermieteter Mietbetrag DMG 10-204	Änderung der Miete in %	Mietbetrag Status	Leasebeginn	Kalkulations-Mietende (nach VDI 2066)	Mietende	Restlaufzeit in Jahren	Restlaufzeit in Kommentär zu Optionen und Laufzeiten	vereinbarte Kaufsumme
109.00	2.7%	7.3%	3.63				index rent	20.09.2001	20.09.2001	19.09.2019	KND	2.15	- EUR
								20.09.2001	20.09.2001	19.09.2019	KND	2.15	