

RoodMicrotec GmbH

AS CHARGOR

AND

Stichting Obligatiehoudersbelangen

AS SECURITY AGENT

Security Purpose Agreement

(Sicherungszweckabrede)

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This Security Purpose Agreement (the **Agreement**) is made on _____ between:

1. **RoodMicrotec GmbH**, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Augsburg, Germany under docket number HR B 12874, and with its business address in Oettinger Straße 6, 86720 Nördlingen, Germany

as the **Chargor**,

and

2. **Stichting Obligatiehoudersbelangen**, a Dutch foundation (*Stiftung*) registered with the Dutch commercial register (*Kamer van Koophandel*) under number 53177770, and with its business address in Burgemeester Haspelslaan 172, 1181 NE Amstelveen, the Netherlands

as the **Security Agent**.

WHEREAS

- A.) RoodMicrotec N.V. is the sole shareholder of RoodMicrotec GmbH and is issuing bonds in an aggregate amount of EUR 2,500,000 to potential third party investors (the **Bond Holders**). In addition, RoodMicrotec N.V. may consider entering into one or more loan agreements with other third parties (the **Lenders**) (the **Loan Agreements**);
- B.) RoodMicrotec GmbH has agreed to create a land charge over its Real Property (as defined below) as security for the relevant claims of the Bond Holders and any Lender against RoodMicrotec N.V.;
- C.) the security created by the Land Charge (as defined below) and the Abstract Acknowledgement of Debt (as defined below) is to be held and administered by the Security Agent for and on behalf of (i) the Bond Holders pursuant to the provisions of a security trust agreement entered into by and between RoodMicrotec N.V., the Security Agent and the Chargor, and dated on or about the date hereof (as amended, varied, supplemented, superseded or extended from time to time, the **Security Trust Agreement**), and (ii) any Lenders pursuant to one or more security trust agreements to be entered into by and between RoodMicrotec N.V., RoodMicrotec GmbH and the Security Agent on terms and conditions substantially similar to the Security Trust Agreement, but at all times subject to this Agreement;

Now therefore, it is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined herein, capitalised terms used herein shall have the following meaning:

Abstract Acknowledgement of Debt means the abstract acknowledgement (*abstraktes Schuldanerkenntnis*) by the Chargor to pay to the Security Agent an amount equal to the nominal amount of the Land Charge as set out in the Notarial Deed.

Declared Default means an event of default (as defined in the Security Trust Agreement and/or any Loan Agreement and occurring under the Security Trust Agreement and/or any Loan Agreement, as the case may be) which has not been remedied to the Security Agent's satisfaction or waived by the Security Agent in writing, and which results in the Security Agent serving a notice in accordance with the Security Trust Agreement and/or any Loan Agreement which (i) declares that an event of default has occurred under the Security Trust Agreement and/or any Loan Agreement, (ii) threatens the Chargor with the enforcement of the Land Charge and/or the Abstract Acknowledgement of Debt, (iii) indicates the outstanding amount which has given rise to the threat of enforcement, (iv) and sets a grace period of 5 Business Days for remediation (unless a grace period under the relevant provisions of the Security Trust Agreement and/or any Loan Agreement has expired unremedied).

Land Charge means the registered land charge (*Buchgrundschuld*) in the amount of € 2,500,000.00 million (in words: Euro two million five hundred thousand) plus interest and additional benefits (*Nebenleistung*) created in favour of the Security Agent pursuant to the Notarial Deed.

Limit has the meaning given to it in Clause 7.2.

Notarial Deed means the notarial deed no. [.....] dated [.....] of the notary [Name], by which the Chargor has created a land charge in favour of the Security Agent over the Real Property, including buildings and fixtures (*Zubehör*), currently or in future owned by the Chargor.

Party means a party to this Agreement, the Chargor and the Security Agent together the **Parties**.

Priority Charges has the meaning given to it in Clause 4.1.

Real Property means the real estate indicated in the Notarial Deed and which is registered in the relevant land register (*Grundbuch*) as set out in **Schedule 1**.

Secured Obligations means any and all monetary obligations in whatsoever currency, whether present and future, actual or contingent, solely or jointly with others, whether as primary obligor or surety including, without limitation, any obligation or liability to pay damages, which are or may become payable or owing by RoodMicrotec N.V. to (i) the Bond Holders or any of them pursuant to, or in connection with, the subscription of the bonds pursuant to the relevant subscription agreement(s) or any of them, as amended, extended, varied, supplemented or novated, from time to time; and/or (ii) any Lender pursuant to any Loan Agreement, and/or (iii) the Security Agent under the Security Trust Agreement. The secured obligations shall include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*).

Security has the meaning given to that term in Clause 7.2 hereof.

1.2 Interpretation

- a) This Agreement is made in the English language only. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail wherever such original English word and phrase translated by such German word or phrase appears in this Agreement.
- b) If there is a conflict between this Agreement and the Security Trust Agreement and/or any Loan Agreement, then (to the extent permitted by law) the relevant provision of the Security Trust Agreement and/or any Loan Agreement shall take priority over the conflicting provision of this Agreement.
- c) The heading in this text does not affect its interpretation.
- d) Words importing the singular include the plural and vice versa.
- e) Any reference in this Agreement to a clause or schedule shall, subject to any contrary indication, be construed as a reference to a clause or schedule hereof.

2. SECURED OBLIGATIONS

The Land Charge, the Abstract Acknowledgement of Debt, and the Assignments of Claims for Restitution (as defined below) are constituted in order to secure the prompt and complete satisfaction of any Secured Obligation.

3. REALISATION OF LAND CHARGE

- 3.1 At any time an event of default (as defined in the Security Trust Agreement and/or a Loan Agreement) has occurred and has not been remedied to the Security Agent's satisfaction or waived by it in writing, the Security Agent shall be entitled to realise the Land Charge by way of foreclosure (*Zwangsversteigerung*) or enforcement administration (*Zwangsverwaltung*) and, at the same time, the Abstract Acknowledgement of Debt in accordance with this Clause 3.
- 3.2 The Security Agent shall notify the Chargor prior to the commencement of any enforcement measures (*Zwangsvollstreckungsmaßnahmen*) by way of a Declared Default. However, such notification is not necessary, if
 - (i) RoodMicrotec N.V. has ceased to make payments,
 - (ii) an application for the institution of insolvency proceedings (including any application for bankruptcy or suspension of payment and any similar proceeding under any applicable law) is filed against RoodMicrotec N.V. and such application is not frivolous or vexatious and, within a period of two weeks from filing, has not been revoked or dismissed (except where it is revoked or dismissed because the value of RoodMicrotec N.V.'s estate would be insufficient for the implementation of such proceedings), or
 - (iii) there is reason to believe that observance of the notice period will materially adversely affect the security interest of the Security Agent.
- 3.3 The Security Agent shall have no obligation to enforce any amount which is in excess of the Secured Obligations. If the amount of the Land Charge exceeds the amount of

the Secured Obligations, the Security Agent shall be entitled in its sole discretion to release or waive the Land Charge to that exceeding amount.

- 3.4 Waiving § 418 of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB), the Parties agree that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party.

4. LIMITATIONS

- 4.1 Unless otherwise determined by rulings of the German higher courts regarding the permissibility of upstream security, the enforcement of the Land Charge and/or the Abstract Acknowledgement of Debt shall be excluded, if and to the extent that:

- (i) the Land Charge and/or the Abstract Acknowledgement of Debt secure the liabilities of an affiliated company (*verbundenes Unternehmen*) of the Chargor within the meaning of §§ 15 et seq. of the German Stock Corporation Act (*Aktiengesetz*) other than the Chargor's subsidiaries (if any); and
- (ii) such enforcement would deprive the Chargor of the liquidity necessary to fulfil its permitted financial obligations and cause an inability to pay its debts (*Zahlungsunfähigkeit*) within the meaning of Section 64 sent. 3 of the German Act on Limited Liability Companies (*Gesetz betreffend Gesellschaften mit beschränkter Haftung*) that

1. exist on the date on which such enforcement would occur;
2. are not obligations payable to the Chargor's affiliated companies or to third party creditors of the Chargor's affiliated companies; and
3. the Chargor cannot satisfy out of the disposal of fixed or current assets (in a commercially reasonable manner and number and under terms agreed by the Security Agent) or the collection or non-recourse sale of its receivables;

or

- (iii) the Chargor can evidence in accordance with Clause 4.2 below that such payment would have the consequences that its net assets would be less than its registered share capital (*Stammkapital*) (*Begründung einer Unterbilanz*) or if, at such time, its net assets are already less than its registered share capital (*Vertiefung einer Unterbilanz*). The calculation of such net assets and registered share capital shall be based on the book value of the Chargor's assets and liabilities that would have to be disclosed in the Chargor's commercial balance sheet (*Jahresabschluss*) drawn up in accordance with German GAAP as of the day after such payment had been made; the net assets shall take into account all items to be shown in such German GAAP balance sheet:

1. as assets under the captions reflected in § 266 para. 2 A, B and C of the German Commercial Code (*Handelsgesetzbuch*) provided that claims of the Chargor against of its affiliated companies referred to above (other than its subsidiaries, if any), only shall be taken into account if and to the extent that this is permitted pursuant to the jurisprudence from time to time of the German Federal Supreme Court (*Bundesgerichtshof*) relating to protection of share capital of German limited liability companies under §§ 30 and 31 of

the German Act on Limited Liability Companies (*Gesetz betreffend Gesellschaften mit beschränkter Haftung*); and

2. as liabilities under the captions reflected in § 266 para. 3 B, C and D of the German Commercial Code (*Handelsgesetzbuch*); and
3. registered share capital (*Stammkapital*) shall take into account all items to be shown in such German GAAP balance sheet under the caption reflected in § 266 para. 3 A I. of the German Commercial Code (*Handelsgesetzbuch*), provided that the amount of any increase of the registered share capital (*Stammkapital*) of the Chargor after the date hereof which was effected without the prior consent of the Security Agent shall be deducted from the registered share capital (*Stammkapital*) even if such increase of the registered share capital would be permitted under any finance documents.

This Clause 4.1 shall not apply if the Land Charge and/or the Abstract Acknowledgement of Debt provided by the Chargor secure its own liabilities.

4.2 The limitations set out in Clause 4.1 above only shall apply if and to the extent that:

- (i) within ten (10) business days following notification by the Security Agent of its intention to enforce the Land Charge and/or the Abstract Acknowledgement of Debt by way of a Declared Default, the managing director(s) (*Geschäftsführer*) of the Chargor has confirmed in writing to the Security Agent:
 1. to what extent the Land Charge and/or the Abstract Acknowledgement of Debt secure liabilities of an affiliated company (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) of the Chargor (other than its subsidiaries, if any);
 2. which amount cannot be enforced as it would cause the net assets of the Chargor, as described above under Clause 4.1 hereof, to fall below its registered share capital (*Stammkapital*) taking into account any adjustments as described above; and
 3. such confirmation is supported by evidence reasonably satisfactory to the Security Agent (the **Management Determination**), and the Security Agent has not contested this and argued that no or a lesser amount would be necessary to maintain such registered share capital;

or

- (ii) within 30 (thirty) business days from the date the Security Agent has contested the Management Determination, the Security Agent receives a determination by auditors of an international standard and reputation (the **Auditor's Determination**) appointed by the Chargor of the amount that would have been necessary on the date of the Declared Default is given to maintain its registered share capital.

4.3 If the Security Agent disagrees with the Auditor's Determination, the Security Agent shall be entitled to enforce the Land Charge and/or the Abstract Acknowledgement of Debt up to the amount which is undisputed between itself and the Chargor in accordance with the Clause 4.1. In relation to disputed amount(s), the Security Agent shall be entitled to prove that an amount in excess of the amount specified in the

Auditor's Determination can be enforced in accordance with Clause 4.1 and the Chargor shall be entitled to prove that such amount is necessary for maintaining its registered share capital (calculated as of the date that the Declared Default is given).

- 4.4 If the Land Charge and/or the Abstract Acknowledgement of Debt were enforced without limitation because the Management Determination and/or the Auditor's Determination (as the case may be) were not delivered within the relevant time frame, the Security Agent shall distribute out of the enforcement proceeds (it being understood that the Security Agent shall not be required to pay any amounts out of its own funds) to the Chargor any amount which is necessary to maintain the registered share capital of the Chargor calculated as of the date the Declared Default was given, if and to the extent that such amount is shown in a Management Determination and/or Auditor's Determination (as the case may be) delivered by the Chargor to the Security Agent sufficiently early prior to the distribution of the enforcement proceeds to the Bond Holders and/or any Lender.

5. ASSIGNMENT OF CLAIMS FOR RESTITUTION

- 5.1 With regard to any land charges or mortgages (*Grundsschulden oder Hypotheken*) on the Real Property ranking senior (*im Rang vorgehend*) or equal (*im gleichen Rang*) to the Land Charge (**Priority Charges**), the Chargor hereby assigns to the Security Agent

- (i) all claims it has for reassignment of such Priority Charges including any part thereof, together with interest and ancillary rights;
- (ii) the right to receive a consent to deletion (*Löschungsbewilligung*);
- (iii) a declaration of waiver (*Verzichtserklärung*);
- (iv) a declaration of non-valuation (*Nicht-Valutierungserklärung*); and
- (v) all claims for payment of any excess proceeds (*Übererlöse*)

in the event a Priority Charge is realised. If the claim for the reassignment of the Priority Charge has already been assigned to another party, the claim for the reassignment of these rights is hereby assigned.

- 5.2 The Security Agent shall be entitled to notify the debtors of the rights assigned under Clause 5.1 above.
- 5.3 In relation to certificated Priority Charges (*Briefgrundsschulden, Briefhypotheken*), if any, the right to be provided with the certificate and the right to present such certificate at the land registry in order to create partial certificates (*Teilgrundschuldbriefe*) are also hereby assigned to the Security Agent by the Chargor (the assignments under Clauses 5.1 and 5.3 together **Assignments of Claims for Restitution**).
- 5.4 Upon the request of the Security Agent, the Chargor shall make all declarations necessary or useful in order to enforce the claims that have been assigned pursuant to Clauses 5.1 and 5.3 above. The Security Agent shall be entitled to obtain information from the beneficiaries of the Priority Charges relating to the claims that such beneficiaries have secured by these Priority Charges.

6. UNDERTAKINGS

During the term of this Agreement, the Chargor undertakes to the Security Agent, and unless otherwise expressly agreed:

- 6.1 to consent to the Security Agent notifying the respective insurer of the Land Charge substantially in the form of Page 1 of **Schedule 2** and requesting from the insurance company its written confirmation, substantially in the form as attached hereto as Page 2 of **Schedule 1**, that all buildings and plants on the Real Property are insured against fire;
- 6.2 to promptly (and in case of future insurance policies promptly upon execution of any future insurance policy) require the respective insurer substantially in the form as attached hereto as Page 3 of **Schedule 2** to issue, at the Chargor's expense, a fixture and fittings mortgage security certificate (*Zubehör-Hypothekensicherungsschein*) substantially in the form as attached hereto as Page 4 of **Schedule 2**;
- 6.3 to render at its own expense all necessary assistance in order to facilitate the sale of all or part of the Real Property in the event the Security Agent seeks the enforcement of the Land Charge;
- 6.4 to promptly inform the Security Agent of all events which may materially adversely affect (i) the security interest of the Security Agent created hereunder and under the Land Charge and (ii) the Chargor's performance of any of its obligations under this Agreement; and
- 6.5 upon the occurrence of an event of default which is continuing and which has not been remedied to the Security Agent's satisfaction or waived by the Security Agent in writing, to allow the Security Agent to examine, audit and inspect its books, accounts, and other documents wherever located at all times during normal business hours, upon the Security Agent's reasonable request and to make and take away copies of any and all such books, accounts, records, and other documents.

7. RELEASE OF SECURITY

- 7.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Security Agent shall release the Land Charge, the Abstract Acknowledgement of Debt as well as the Assignment of Claims for Restitution assigned to it and other rights (as relevant) and surrender the excess proceeds to the Chargor, if any, resulting from any enforcement or realisation of the Land Charge.
- 7.2 At any time when the total value of the aggregate security granted by the Chargor to secure the Secured Obligations (**Security**) which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*) exceeds 110% of the Secured Obligations (**Limit**) other than on a temporary basis, the Security Agent shall on demand of the Chargor (which demand must be accompanied by a valuation report prepared by an independent surveyor less than 30 days before the date thereof) release such part of the Security (*Sicherheitenfreigabe*) as the Security Agent may in its reasonable discretion determine so as to reduce the realisable value of the Security to the Limit.

8. CREDITING OF PAYMENTS

All payments either by the Chargor or by third parties shall be applied to the Secured Obligations in accordance with the provisions of the Security Trust Agreement, the Loan Agreements or any other relevant finance document. In any event, any such payment only will be credited to the Land Charge to the extent that such payment was made in relation to such Land Charge in a legitimate manner (*berechtigterweise*).

9. INDEMNITY

9.1 The Security Agent shall not be liable for any loss or damage suffered by the Chargor save in respect of such loss or damage which is suffered as a result of the wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of the Security Agent.

9.2 The Chargor shall indemnify the Security Agent and keep it indemnified against any and all damages, losses, actions, claims, expenses, demands and liabilities which may be reasonably incurred by, or made against, the Security Agent for anything done or omitted in the exercise of the powers contained herein other than to the extent that such damages, losses, actions, claims, expenses, demands and liabilities are incurred by, or made against, the Security Agent as a result of its gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*).

10. PARTIAL INVALIDITY, WAIVER

10.1 If at any time, any one or more of the provisions hereof is or may become invalid, illegal or unenforceable in any respect under the law of any applicable jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or of such provisions in any other jurisdiction. The invalid or unenforceable provision shall be deemed replaced by such valid, legal or enforceable provision which comes as close as possible to the original intent of the Parties and the invalid, illegal or unenforceable provision.

10.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

11. AMENDMENTS

This Agreement may be amended, modified or waived only in writing in a document signed by the Security Agent. This also applies to this Clause 11.

12. COSTS / EXPENSES

The Chargor will pay or reimburse to the Security Agent (on a full indemnity basis) all reasonable legal, accountancy, valuation, due diligence and other fees, costs and expenses or tax charged or incurred by the Security Agent in connection with this Agreement (including the amendment, waiver, enforcement or preservation of this Agreement, but excluding costs in connection with assignment or transfer of the Security Agent's rights, obligations or benefits under this Agreement, unless such assignment or transfer is made after an Event of Default) on demand.

13. NOTICES / LANGUAGE

13.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or sent by letter (registered, priority mail or courier) to the following addresses:

for the Chargor:

Oettinger Straße 6
86720 Nördlingen
Germany

Att.: Die Geschäftsführung (the Management Board)

for the Security Agent:

Burgemeester Haspelslaan 172
1181 NE Amstelveen
The Netherlands

or to such other address as the recipient may notify or may have notified to the other party in writing in accordance with this Clause 13.1.

13.2 Save for any notice to be served under **Schedules 1 and 2**, any notice or other communication under or in connection with this Agreement shall be in English language or, if in any other language, accompanied by a translation into the English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts each of which, when so executed and delivered, shall be an original but all the counterparts together shall constitute but one and the same instrument.

15. APPLICABLE LAW, JURISDICTION

15.1 This Agreement shall be governed by, and construed in accordance with the laws of the Federal Republic of Germany excluding German conflicts of law rules.

15.2 The place of the jurisdiction for any and all disputes arising under or in connection with this Agreement shall be the District Court (*Landgericht*) of Hamburg. The Security Agent, however, shall also be entitled to take legal action against the Chargor before any other court of competent jurisdiction over the Chargor or any of its assets. Further, the taking of proceedings against the Chargor in any one or more jurisdiction shall not preclude the taking of proceedings against the Chargor in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.

This Security Purpose Agreement has been entered into on the date stated at the beginning and signed as follows:

The Chargor:

RoodMicrotec GmbH

Represented by:

Philip Nijenhuis, Managing Director (*Geschäftsführer*):

The Security Agent:

Stichting Obligatiehoudersbelangen

Represented by:

M.C. Olie (President):

S.G. van de Vusse (Treasurer):

Schedule 1
Real Property

RoodMicrotec GmbH is the registered land owner of the real property registered in the land register (*Grundbuch*) of Nördlingen with the local court (*Amtsgericht*) of Nördlingen, page (*Blatt*) 10988; serial no. (*lfd. Nr.*) 4, cadastral lot (*Flurstück*) nos. 1560, 1560/1 and 1560/2.

DRAFT

Schedule 2

Page 1

Notification

Absender: [the Security Agent]

An: [Insurer]

Versicherungsgrundstück eingetragen beim [betreffendes Amtsgericht], [betreffendes Grundbuch, Blatt], Versicherungsschein-Nummer der Feuerversicherung [Number], Grundstückseigentümer (wenn abweichend vom Versicherungsnehmer) [Chargor] – Anmeldung eines Grundpfandrechts

Sehr geehrte Damen und Herren,

das oben benannte Grundstück ist zu unseren Gunsten mit einem Grundpfandrecht belastet. Hiermit melden wir dieses Grundpfandrecht an und bitten um Bestätigung dieser Anmeldung sowie um Auskunft über Art und Höhe der Feuerversicherung.

Datum: [Date]

[Security Agent]

Schedule 2

Page 2

Acknowledgement

Absender: [*Insurer*]

An: [*Security Agent*]

Versicherungsgrundstück eingetragen beim [*betreffendes Amtsgericht*], [*betreffendes Grundbuch, betreffendes Blatt*], Versicherungsschein-Nummer der Feuerversicherung [*Number*], Grundstückseigentümer (wenn abweichend vom Versicherungsnehmer) [*Chargor*]
– Bestätigung des Versicherers

Sehr geehrte Damen und Herren,

wir haben zur Kenntnis genommen, dass das oben benannte Grundstück mit einem Grundpfandrecht für Sie belastet ist. Die auf dem Grundstück befindlichen Gegenstände sind bei uns auf Grund eines bestehenden Versicherungsverhältnisses mit folgenden Versicherungen gegen Feuerschäden versichert:

Gleitender Neuwert VS 1914 Mark: [...]

Neuwert Euro: [...]

Zeitwert Euro: [...]

Versicherungsbeginn: [...]

Eine Erhöhung der dinglichen Belastung ist nicht meldepflichtig.

Ist über die Versicherung ein Sammelversicherungsschein ausgestellt, so wird diese Bestätigung zugleich im Namen der beteiligten Versicherer erteilt. Maßgebend für die anteilige Haftung der Versicherer ist der am Schadentag gültige Verteilungsplan laut Versicherungsvertrag.

Datum: [...]

[*Insurer*]

Schedule 2

Page 3

Request

Absender: [Chargor]

An: [Insurer]

Versicherungsgrundstück eingetragen beim [betreffendes Amtsgericht], Grundbuch [betreffendes Grundbuch, betreffendes Blatt], Versicherungsschein-Nummer der Feuerversicherung [Number], Grundstückseigentümer (wenn abweichend vom Versicherungsnehmer) [Chargor] – Verpfändungsanzeige

Sehr geehrte Damen und Herren,

wir bitten, den in der Anlage genannten Gläubiger den von ihm beantragten Hypothekenversicherungsschein auf unsere Kosten auszustellen und zeigen dem Versicherer hiermit an, dass wir unsere Entschädigungsansprüche aus der vorerwähnten Versicherung, soweit sie sich auf die in der obigen Anmeldung genannten Gegenstände bezieht, zur Sicherung bestehender und künftiger Forderungen, soweit diese durch eine Grundschuld gesichert sind oder gesichert werden, dem Gläubiger verpfändet zu haben.

Wir verpflichten uns, die Versicherung nicht aufzuheben, auch nicht in ihrem Betrage zu vermindern, sie vielmehr unverändert fortzusetzen, solange nicht entweder der Gläubiger schriftlich die Aufhebung oder Verminderung der Versicherung einwilligt oder aber durch eine Bescheinigung des Grundbuchamtes nachgewiesen wird, dass für den Gläubiger auf dem oben genannten Grundstück eine dingliche Belastung nicht mehr besteht. Die schriftliche Einwilligung oder die grundbuchamtliche Bescheinigung müssen mindestens 1 Monat vor Vertragsablauf, bei einer Kündigung, im Schadensfalle spätestens bis zum Ablauf der Kündigungsfrist (§ 19 Nr. 2 AFB 87) dem Versicherer eingereicht werden, um beigebracht zu sein.

Datum: [...]

[Chargor]

Anlage

Absender: [Security Agent]

An: [Insurer]

Versicherungsgrundstück eingetragen beim [betreffendes Amtsgericht], [betreffendes Grundbuch, betreffendes Blatt], Versicherungsschein-Nummer der Feuerversicherung [Number], Grundstückseigentümer (wenn abweichend vom Versicherungsnehmer) [Chargor] – Beantragung des Zubehör-Hypotheken-Sicherungsscheins

Sehr geehrte Damen und Herren,

der Eigentümer des oben genannten Versicherungsgrundstückes hat Zubehörstücke und Bestandteile des belasteten Grundstückes, auf die sich die Grundschuld erstreckt, durch obigen Versicherungsschein als bewegliche Sache versichert.

Wir beantragen hiermit für diese Versicherung den Zubehör-Hypothekenversicherungsschein zu erteilen.

Datum: [...]

[Security Agent]

Schedule 2

Page 4

Certificate

Absender: [Insurer]

An: [Security Agent]

Versicherungsgrundstück eingetragen beim [betreffendes Amtsgericht], [betreffendes Grundbuch, betreffendes Blatt], Versicherungsschein-Nummer der Feuerversicherung [Number], Grundstückseigentümer (wenn abweichend vom Versicherungsnehmer) [Chargor] – Zubehör-Hypothekensicherungsschein

Sehr geehrte Damen und Herren,

wir erteilen hiermit dem Gläubiger bezüglich der oben angegebenen Versicherung den Zubehör-Hypothekensicherungsschein. Anderweitige Abtretungen, Verpfändungen oder Pfändungen oder Entschädigungsansprüche als die in der Erklärung des Versicherungsnehmers aufgeführten sind uns nicht bekannt.

Datum: [...]

[Insurer]