

MG01

Particulars of a mortgage or charge

138157/13


Companies House
for the record

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT**
You cannot use this form
particulars of a charge fo
company To do this, plea
form MG01s

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29/09/2011

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COMPANIES HOUSE

FOR OFFICIAL USE

1 Company details

Company number 0 1 0 5 5 3 8 4

Company name in full The European Investment Trust Plc (the "Chargor")

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 1 9 0 9 2 0 1 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description English Law Security Deed (the "English Law Security Deed") dated 19 September 2011 between
the Chargor and Scotiabank Europe Plc (the "Lender") creating, amongst other things, a floating
charge

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All monies, obligations and liabilities now or hereafter due, owing or
incurred by the Chargor to the Lender or any of the other Secured
Parties under or pursuant to the Finance Documents in each case
when the same become due for payment or discharge whether by
acceleration or otherwise, and whether such monies, obligations or
liabilities are express or implied, present, future or contingent (and
including any future advances), joint or several, incurred as principal
or surety, originally owing to the Lender or another Secured Party or
purchased (whether by assignment or otherwise) or acquired in any
other way by it, denominated in sterling or any other currency, or
incurred on any current or other banking account or in any other
manner whatsoever (the "Secured Liabilities")

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	✓ Scotiabank Europe Plc
Address	201 Bishopsgate, 6th Floor, London
Postcode	E C 2 M 3 N S
Name	
Address	
Postcode	

Continuation page

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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Chargor has charged to the Lender by way of a first floating charge with full title guarantee (which full title guarantee is subject only to Permitted Security over the Charged Assets referred to in Clause 3.1 (Creation of Floating Charge)) of the English Law Security Deed, and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future

CAPITALISED TERMS NOT DEFINED ALREADY IN THIS FORM HAVE THE MEANINGS GIVEN TO THEM IN THE ATTACHED CONTINUATION PAGES

Continuation page

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

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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Signature

Please sign the form here

Signature

Signature

X Bryan Cave

X

This form must be signed by a person with an interest in the registration of the 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Reference QT7/N2K/OV6/0313670**

Company name **Bryan Cave**

Address **88 Wood Street**

Post town **London**

County/Region

Postcode **E C 2 V 7 A J**

Country **UK**

DX

Telephone **0203 207 1145**

**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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

**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.

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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The European Investment Trust Plc
Continuation Page 1 of 3 to Form MG01 re English Law Security Deed dated 19 September 2011

DEFINITIONS

"Charged Assets" means all of the Chargor's rights to and title and interests from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future

"Facility Agreement" means the senior secured multicurrency revolving facility agreement dated 19 September 2011 made between the Chargor and the Lender as amended, varied, altered, changed, supplemented, novated, restated, replaced, clarified, extended and/or modified, from time to time

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Lender and the Chargor setting out any of the fees referred to in Clause 10 (Fees) of the Facility Agreement

"Finance Document" means the Facility Agreement, the Fee Letter, each Utilisation Request, each Security Document and the notice and acknowledgement referred to in Clause 4 of the English Law Security Deed and every other document designated as such by the Lender and the Chargor from time to time

"Permitted Security" means Security permitted by Clause 18 6(c) (Security) of the Facility Agreement

"Receiver" means a receiver or receiver and manager or administrative receiver or administrator of the whole or any part of the assets of the Chargor which from time to time are, or are expressed to be, the subject of the Transaction Security

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (Covenants to Pay) of the English Law Security Deed

"Secured Parties" means the Lender and all Receivers and delegates, and "Secured Party" shall mean each of them

"Security" means a mortgage, charge, pledge, lien, assignment/assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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Please give the short particulars of the property mortgaged or charged

Short particulars

The European Investment Trust Plc
Continuation Page 2 of 3 to Form MG01 re English Law Security Deed dated 19 September 2011

DEFINITIONS (CONT)

"Security Documents" means

- (a) the English Law Security Deed,
- (b) the Side Deed,
- (c) all other mortgages, standard securities, charges, pledges, guarantees or deeds, assignments/assignments by way of security or other instruments from time to time entered into in favour of the Lender granting Security over any assets in relation to amounts owing to the Lender by the Chargor, and
- (d) all documents designated as a "Security Document" by the Lender and the Chargor

"Security Period" means the period from the date of the English Law Security Deed until the date on which all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and the Lender is not under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents

"Side Deed" means an agreement between the Chargor and the Lender, dated the date of the English Law Security Deed and relating to the English Law Security Deed

"Transaction Security" means the Security created or expressed to be created in favour of the Lender pursuant to the Security Documents

"Utilisation Request" means a notice substantially in the form set out in Schedule 2 (Utilisation Request) to the Facility Agreement and in compliance with Clause 5 (Utilisations) of the Facility Agreement

NEGATIVE PLEDGE

The Chargor shall ensure that and represents and warrants to the Lender that at all times during the Security Period, it shall not create or attempt to create or permit to subsist any Security (and that there shall be no Security) on, over or affecting the Charged Assets or any part of them save for Permitted Security (as defined under the Facility Agreement)

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Short particulars

The European Investment Trust Plc
Continuation Page 3 of 3 to Form MG01 re English Law Security Deed dated 19 September 2011

FURTHER ASSURANCE

The Chargor must promptly upon request by the Lender execute (in such form as the Lender may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Lender or its nominees and do all such assurances and things as the Lender may reasonably request for

(a) creating, maintaining, perfecting or protecting (by registration or in any other way) the Security created or intended to be created by the English Law Security Deed, including (but not limited to) obtaining any necessary consent (in form and content satisfactory to the Lender) to enable its assets to be mortgaged, charged or assigned pursuant to the English Law Security Deed. It is agreed that immediately upon obtaining any such consent the asset concerned shall become subject to the Security created by the English Law Security Deed, and that the Chargor shall promptly deliver a copy of each such consent to the Lender,

(b) procuring the obtaining of acknowledgments of assignment (and to the extent necessary, consents thereto) of any assignments by the Chargor to the Lender from time to time,

(c) conferring upon the Lender such security as it may reasonably require over the Chargor's assets outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets,

(d) facilitating the realisation of all or any part of the assets of the Chargor, and/or

(e) for exercising all and/or any powers, rights, authorities, remedies and discretions conferred on the Lender or any Receiver pursuant to the English Law Security Deed or by law



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1055384
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY DEED
DATED 19 SEPTEMBER 2011 AND CREATED BY THE
EUROPEAN INVESTMENT TRUST PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
SCOTIABANK EUROPE PLC OR ANY OF THE OTHER SECURED
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
29 SEPTEMBER 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 OCTOBER 2011



Companies House
— for the record —



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

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