

MG01

Particulars of a mortgage or charge

138973/13.



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 for**
You cannot use this form to register
particulars of a charge on a
company. To do this, please use
form MG01s

TUESDAY



A31 11/09/2012 #161
COMPANIES HOUSE

ase
uk

1 Company details

Company number 0 4 0 5 6 8 7 0

Company name in full Jupiter European Opportunities Trust PLC (the "Chargor")

For official use

→ **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 d 0 3 m 0 9 y 2 0 y 1 2

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 3 September 2012 between
the Chargor and Scotiabank Europe Plc (the "Lender") creating 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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5 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

6 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) and as a continuing security for the payment and discharge of the Secured Liabilities, the Charged Assets

The floating charge created by the English Law Security Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

CAPITALISED TERMS NOT DEFINED ALREADY IN THIS FORM HAVE THE MEANINGS GIVEN TO THEM IN THE ATTACHED CONTINUATION PAGES 1 and 2

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

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7 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

8 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)

9 Signature

Please sign the form here

Signature

Signature

X Bryan Cave

X

Solicitors for the Lender

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

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Particulars of a mortgage or 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 N2K/96R/0326061

Company name Bryan Cave

Address 88 Wood Street

Post town London

County/Region

Postcode E C 2 V 7 A J

Country

DX

Telephone 0203 207 1140



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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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Jupiter European Opportunities Trust PLC
Continuation page 1 of 2 to Form MG01 re English Law Security Deed dated 3 September 2012

DEFINITIONS

"Charged Assets" means all of the Chargor's 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

"Delegate" means any delegate, agent or attorney appointed by the Lender

"Facility Agreement" means the Senior Secured Multicurrency Revolving Facility Agreement dated 3 September 2012 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 a letter 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 and any other letter entered into after the date of the Facility Agreement between the Lender and the Chargor setting out fees payable in connection with the Facility Agreement

"Finance Documents" means

- (a) the Facility Agreement, any Fee Letter, the English Law Security Deed, each Utilisation Request and each other document designated as a Finance Document by the Chargor and the Lender from time to time, and
- (b) each and every other agreement, document, arrangement and/or transaction that the Chargor and the Lender are a party to except to the extent that the Lender and the Chargor agree in writing that the same shall not fall within the scope of the English Law Security Deed

"Permitted Security" means Security permitted by Clause 18 7(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 expressed to be, the subject of the Transaction Security

"Security" means a mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect and includes any agreement to create any of the foregoing

"Security Documents" means

- (a) the English Law Security Deed, and
- (b) 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 under the Finance Documents, and
- (c) all documents designated as a "Security Document" by the Lender and the Chargor

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Jupiter European Opportunities Trust PLC Continuation page 2 of 2 to Form MG01 re English Law Security Deed dated 3 September 2012</p> <p>DEFINITIONS (CONT)</p> <p>"Secured Parties" means the Lender and all Receivers and Delegates</p> <p>"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</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Lender pursuant to the Security Documents</p> <p>"Utilisation Request" means a notice substantially in the form set out in Schedule 2 (Utilisation Request) and in compliance with Clause 5 (Utilisations) of the Facility Agreement</p> <p>NEGATIVE PLEDGE</p> <p>The Chargor has undertaken to the Lender that at all times during the Security Period, the Chargor 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</p> <p>The English Law Security Deed contains covenants for further assurance</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4056870
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY DEED
DATED 3 SEPTEMBER 2012 AND CREATED BY JUPITER
EUROPEAN OPPORTUNITIES 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
11 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 SEPTEMBER
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES