



Registration of a Charge

Company Name: **EUROSAIL-UK 2007-3BL PLC**

Company Number: **06240153**



XC5ZPVIJ

Received for filing in Electronic Format on the: **19/06/2023**

Details of Charge

Date of creation: **13/06/2023**

Charge code: **0624 0153 0005**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **REED SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6240153

Charge code: 0624 0153 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th June 2023 and created by EUROSAIL-UK 2007-3BL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2023 .

Given at Companies House, Cardiff on 20th June 2023

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**

DATED 13 June 2023

(1) **EUROSAIL-UK 2007-3BL PLC**
(AS ISSUER)

(2) **BNY MELLON CORPORATE TRUSTEE SERVICES
LIMITED**
(AS TRUSTEE)

AND

(3) **HSBC BANK PLC**
(AS ACCOUNT BANK)

SUPPLEMENTAL DEED OF CHARGE (HSBC ACCOUNTS)

RELATING TO A DEED OF CHARGE DATED 16 JULY 2007

EXECUTION VERSION

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THIS DEED is dated 13 June 2023 (the '**Supplemental Deed of Charge**')

BETWEEN:

- (1) **EUROSAIL–UK 2007-3BL PLC** (registered number 06240153) whose registered office is c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard, London EC2R 7AF (in its capacity as the '**Issuer**');
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (registered number 2631386), whose registered office is at 160 Queen Victoria Street, London EC4V 4LA (the '**Trustee**'); and
- (3) **HSBC BANK PLC**, acting through its office at 8 Canada Square, London E14 5HQ, with registered number 00014259 (in its capacity as '**Account Bank**').

WHEREAS

- (A) Following the downgrade of Danske Bank A/S's ('**Danske**') credit ratings by Moody's on 10 November 2019, the Parties agreed to enter, on or about the date hereof, into a Deed of Amendment, Release and Termination in relation to the Original Bank Agreement (as defined below) (which is to be amended and restated for the purpose of terminating Danske's role as Outgoing Account Bank) and the GIC (as defined below) (for the purpose of terminating Danske's role as the Outgoing GIC Provider). Further, HSBC Bank PLC as the Account Bank has agreed to operate the Issuer Accounts (which includes the GIC Accounts) maintained with it by the Issuer, on the terms and subject to the conditions contained in the Issuer Bank Agreement.
- (B) Consequently, this Supplemental Deed of Charge (which is supplemental to a deed of charge dated 16 July 2007 between, amongst others, the Issuer and the Trustee as supplemented, amended and/or restated from time to time (the '**Deed of Charge**')) is being entered into by the Issuer in order to grant security in favour of the Trustee over amounts standing from time to time to the credit of the Transaction Account, the Short Term GIC Account and the Long Term GIC Account (together, the '**Issuer Accounts**'), in order to secure the Secured Amounts subject to and in accordance with the terms of the Deed of Charge, as supplemented by this Supplemental Deed of Charge.
- (C) The Trustee shall hold such security for itself and on trust for the benefit of the other Secured Creditors on the terms set out in the Deed of Charge, as supplemented by this Supplemental Deed of Charge.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Deed of Charge (including the recitals), unless the context otherwise requires or unless otherwise defined or provided for in this Supplemental Deed of Charge, words and expressions shall have the same meanings as are attributed to them in the Deed of Charge and in the Master Definitions Schedule dated 16 July 2007 (as supplemented, amended and/or restated from time to time).

1.2 In this Supplemental Deed of Charge:

'**GIC**' means the guaranteed investment contract originally dated 16 July 2007 and as further supplemented, amended and/or restated from time to time.

'**Original Bank Agreement**' means the bank agreement originally dated 16 July 2007 (as supplemented, amended and/or restated from time to time).

2 CREATION OF FIXED SECURITY

The Issuer, by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and subject to the proviso for redemption contained in the Deed of Charge, **HEREBY CHARGES**, by way of first fixed charge to the Trustee all the Issuer's right, title, benefit and interest present and future in, to and under the Issuer Accounts (including, for avoidance of doubt and without limitations, the Transaction Account, and the GIC Accounts) and all sums of money

which may now be or hereafter are from time to time standing to the credit of the Issuer Accounts together with all rights and claims relating or attached thereto including, without limitation, the right to all interest accruing from time to time thereon and the proceeds of any of the foregoing and the debts represented thereby and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same **TO HOLD** the same unto the Trustee absolutely for the Trustee on trust for itself and the other Secured Creditors (the '**Further Security**').

3 **ACCESSION**

In consideration of the Account Bank being accepted as a Secured Creditor for the purposes of the Deed of Charge by the parties thereto as from the date of this Supplemental Deed of Charge, the Account Bank:

- (a) confirms that as from the date of this Supplemental Deed of Charge, it intends to be a party to the Deed of Charge as a Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Deed of Charge (as the same may be amended, varied or restated from time to time) in its capacity as a Secured Creditor, as if it had been an original party thereto; and
- (c) agrees that the Trustee shall be the Trustee of the Deed of Charge for all Secured Creditors upon and subject to the terms set out in the Deed of Charge.

4 **SCOPE OF THE DEED OF CHARGE**

The Issuer, the Account Bank and the Trustee hereby agree that for the relevant purposes under the Deed of Charge the Account Bank shall be treated as a Secured Creditor and as a party to the Deed of Charge.

5 **CONTINUANCE OF ISSUER SECURITY**

The Security and the covenants, undertakings and provisions contained in the Deed of Charge, as supplemented by this Supplemental Deed of Charge shall remain in force as a continuing security to the Trustee, notwithstanding any intermediate payment or satisfaction of any part of the Secured Amounts or any settlement of account or any other act, event or matter whatsoever, and shall secure the Secured Amounts.

6 **NOTICE OF ISSUER SECURITY**

- 6.1 The execution of this Supplemental Deed of Charge by the Account Bank shall constitute notice to such Account Bank of the assignments made by the Issuer pursuant to clause 4 (*Security*) of the Deed of Charge. The execution of this Supplemental Deed of Charge by the Trustee on behalf of itself and each other Secured Creditor shall constitute notice to such Secured Creditor of the assignments made by the Issuer pursuant to this Supplemental Deed of Charge.
- 6.2 By their execution of this Supplemental Deed of Charge each of the Issuer and the Trustee gives notice to the Account Bank (and each other) of the Security Interests made and/or granted by the Issuer under or pursuant to this Supplemental Deed of Charge.

7 **COUNTERPARTS**

This Supplemental Deed of Charge may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

8 **INCORPORATION OF OTHER PROVISIONS**

- 8.1 The provisions of clause 1 (*Definitions and Interpretation*) of the Deed of Charge shall apply to this Supplemental Deed of Charge as they apply to the Deed of Charge.
- 8.2 All the terms, powers and provisions contained in the Deed of Charge are deemed to be incorporated in this Supplemental Deed of Charge as though set out in this Supplemental Deed of Charge *mutatis mutandis* and as if references therein to 'this Deed' and any derivative terms are references to this 'Supplemental Deed of Charge' and as if references therein to 'Security' are references to '**Further Security**' as defined in Clause 2 (*Creation of fixed security*) of this Supplemental Deed of Charge

and as if references therein to 'Bank Accounts' are references to 'Issuer Accounts' as defined in this Supplemental Deed of Charge and as if references therein to 'Bank Agreement' are references to the 'Issuer Bank Agreement' as defined in this Supplemental Deed of Charge.

- 8.3 The provisions of the Deed of Charge shall continue in full force and effect and the Deed of Charge and this Supplemental Deed of Charge shall be read and construed as one instrument.

9 **GOVERNING LAW**

- 9.1 This Supplemental Deed of Charge and all matters arising from or connected with it shall be governed by English law in accordance with clause 17 (*Governing Law*) of the Common Terms.
- 9.2 Clause 18 (*Jurisdiction*) of the Common Terms applies to this Supplemental Deed of Charge as if set out in full in this Supplemental Deed of Charge.

This Supplemental Deed of Charge has been executed as a deed and delivered on the date stated at the beginning of this Supplemental Deed of Charge.

EXECUTION PAGES

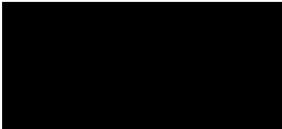
The Issuer

EXECUTED and **DELIVERED**
as a **DEED** by
as director for
EUROSAIL-UK 2007-3BL PLC
in the presence of:

)
)
)
)



Witness Signature:



Witness Name:

NATALIA YANSHINA

Witness Address:



Trustee

EXECUTED and DELIVERED

as a DEED by

BNY MELLON CORPORATE TRUSTEE SERVICES

LIMITED

acting by

)
)
)
)
)

Attorney:



STEPHANIE STEELE
AUTHORISED SIGNATORY

Attorney:

Alberto Pipi –
Authorised Signatory

in the presence of:

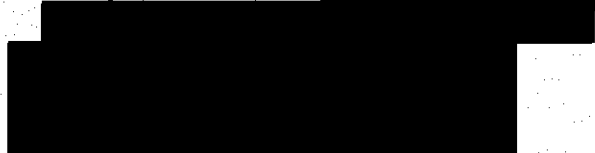
Witness Signature:

Witness Name:

Lily Jevremovic –



Witness Address:



Account Bank

EXECUTED and DELIVERED as a DEED)
for and on behalf of)
HSBC BANK PLC)
(in its capacity as Account Bank) by:)

Sean Murphy
Authorised Signatory

in the presence of:

Witness Signature:

Witness Name:

Witness Address: