

# MR01

## Particulars of a charge

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Companies House

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Please see 'How to pay' on the  
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**What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

**What this form is NOT for**  
You may not use this form to  
register a charge where  
instrument Use form M

For further information, please  
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This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery



LD2 \*L54QHR9L\* #18  
12/04/2016  
COMPANIES HOUSE

You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 1 0 0 4 9 2 1 1

Company name in full Agmin, UK Limited ✓

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 9 0 3 2 0 1 6 ✓

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name SCIPION ACTIVE TRADING FUND ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR06  
Particulars of a charge

<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
Brief description	Agmin UK Ltd has assigned with full title guarantee the Assigned Rights arising out of, under, or in connection with any Assigned Contract as defined in the Security Assignment Deed made between Agmin UK Ltd and Scipion Active Trading Fund dated 29 March 2016	

<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b>	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> Yes	

<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)
	<input type="checkbox"/>	

<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	Signature X Sullivan & Worcester UK LLP X	
	This form must be signed by a person with an interest in the charge	

MKRU 1  
Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Anna Koshy

Company name Sullivan & Worcester LLP

Address Tower 42

25 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 H Q

Country United Kingdom

DX

Telephone 020 7448 1000

**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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

 **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 filed on paper

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 10049211

Charge code: 1004 9211 0001 .

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2016 and created by AGMIN UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2016.

*P.*

Given at Companies House, Cardiff on 21st April 2016



**Companies House**



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

## Security Assignment Deed

Dated 29<sup>th</sup> March 2016

Agmin UK Ltd  
(as Borrower)

Scipion Active Trading Fund  
(as Lender)

~~CERTIFIED TRUE COPY OF ORIGINAL  
SIGNED BY ... NYRIAM L.V. Solicitor.....  
DATE ..... 04 April 2016.....~~

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THIS DEED is made on 29<sup>th</sup> day of March 2015

**BETWEEN.**

(1) **Agmin UK Ltd**, a company incorporated under the laws of England and Wales, with its registered address as 11 Church Road, Great Bookham, Surrey, KT23 3PB, and registered number 10049211 (the **Borrower**);

**Scipion Active Trading Fund** as lender (the **Lender**)

**WHEREAS.**

- (A) By a facility agreement (the "**Facility Agreement**") dated on or about the date of this Deed and made between amongst others the Lender and the Borrower, the Lender agreed to make available to the Borrower a term loan facility for an aggregate amount of €5,000,000 00 (Five Million Euros) (the "**Facility**") on the terms and conditions contained in the said Facility Agreement
- (B) As a condition precedent to the Facility being made available, the Borrower is required to assign to the Lender the benefit of the Rights (as defined below) and
- (D) It is intended that this instrument takes effect as a deed.

**IT IS AGREED:**

1 **DEFINITIONS AND INTERPRETATION**

1 1 Words and expressions defined in the Facility Agreement shall have the same meaning in this Deed unless otherwise defined herein

1 2 In this Deed

"**Counterparty**" means Agmin Italy SpA

"**Contract**" means the loan agreement in form and substance satisfactory to the Lender, between the Borrower and the Counterparty to finance the export of Goods from the Counterparty to the Buyer

"**Receivables**" means all sums of money receivable by the Borrower now or in the future under or derived from the Contract,

"**Receiver**" means any receiver, receiver and manager or administrative receiver appointed under this Deed and (where the context requires or permits) includes any party substituted for such appointee,

"**Rights**" means all right, title, benefit and interest of the Borrower, whether present or future, proprietary, contractual or otherwise, arising out of, in, to, under or in connection with the Contract and the Receivables, including

- (a) all moneys now or hereafter due or owing to the Borrower under or in connection with the Contract and the Receivables,
- (b) all rights of the Borrower to make demands, to require performance by the Counterparty or otherwise exercise all its rights and remedies under the Contract and the Receivables,
- (c) all claims for damages, indemnities, compensation or other remedies in respect of Contract and the Receivables (including in respect of any breach), and

- (d) all rights, benefits and interests of the Borrower under any insurance contracts and policies that related to any right, title, benefit or interest of the Borrower arising under or in connection with the Contract and the Receivables, and any credit support document that is not assignable

"Secured Sums" means all money and liabilities which the Obligors owe to the Finance Parties, now or in the future, under or in connection with the Finance Documents

- 1 3 **Incorporation of terms** Clause 1 2 (*Construction*) of the Facility Agreement shall apply to this Deed as if it were expressly set out in this Deed with the necessary changes being made and with each reference in the Facility Agreement to "this Agreement" (or to like references) being deemed to be a reference to this Deed

## 2 SECURED SUMS

- 2 1 The Borrower shall pay or discharge to the Lender the Secured Sums on demand in writing as and when they fall due for payment

- 2 2 The making of one demand shall not preclude the Lender from making any further demands

## 3 CREATION OF SECURITY

- 3 1 The Borrower with full title guarantee hereby

- (a) assigns all its Rights at the date of this Deed to the Lender; and
- (b) agrees to assign to the Lender all its Rights arising after the date of this Deed,

in each case as security for the payment or discharge of the Secured Sums

- 3 2 The limitation on liability conferred by Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply

## 4 REPRESENTATIONS AND WARRANTIES

- 4 1 The Borrower represents and warrants that

- (a) **Sole owner:** it is the sole, lawful and beneficial owner of the Rights free from any Encumbrances (other than an Encumbrance created under the Security Documents or with the prior written consent of the Lender) and it is fully entitled to assign the same,
- (b) **Assignability of Rights:** the Rights are fully assignable and this Deed will create effective and perfected security over the Rights;
- (c) **No disposal of Rights or Receivables:** it has not sold, transferred or otherwise disposed of the Rights or Receivables, nor has it agreed to do so (except under the Security Documents),
- (d) **Valid and enforceable:** each part of the Rights
  - (i) is valid and enforceable in accordance with its terms,
  - (ii) is and will be in a form previously supplied to and/or approved by the Lender,
  - (iii) constitutes and will constitute the legal, valid and binding obligations of the parties thereto except to the extent that enforceability may be limited by



applicable insolvency, bankruptcy or other similar laws effecting the enforcement of creditors' rights generally; and

- (iv) is in full force and effect (and any condition precedent to its coming into force has been satisfied),

and there are no contracts, agreements or other arrangements in existence between any persons (including between the Borrower and the Counterparty) which amends, modifies, varies or otherwise relates to that part of the Rights, and

- (e) **No Liabilities:** there are no liabilities or obligations in existence between the Borrower and the Counterparty in respect of any of the Rights which may be detrimental to the rights of the Lender under this Deed

4.2 The representations and warranties in clause 4.1 shall be repeated on each day on which there are any Secured Sums outstanding

## 5 UNDERTAKINGS

### 5.1 Positive undertakings

The Borrower shall

- (a) **Give Notice:** give notice of this Deed and the assignments made under it to the Counterparty, substantially in the form of the notice set out in Schedule 1, on the later of
  - (i) the date of this Deed, or
  - (ii) the date of creation or provision of the Rights.
- (b) **Procure Acknowledgement:** procure that the Counterparty signs and returns to the Lender an acknowledgement substantially in the form set out in Schedule 2,
- (c) **Register Deed:** cause this Deed or any other Security Document to be registered, filed or recorded with any governmental registry, agency, department or court in any relevant jurisdiction if, in the opinion of the Lender, this is necessary to perfect or protect its rights under the Finance Documents,
- (d) **Information:** provide the Lender on request with
  - (i) a copy of each document evidencing any of the Rights, and
  - (ii) any other information or documents in relation to any of the Rights,
- (e) **Compliance.** comply with the terms and conditions of the Contract (if it is required to do so) and any other agreement or instrument creating any Rights, satisfy any obligations assumed by it under the Contract and any other agreement or instrument creating any Rights and take no step, nor omit to take any step, nor permit any condition to arise or subsist which may have the effect of invalidating the Contract or Rights,
- (f) **Licences:** obtain and maintain all licences, authorisations and consents and comply with all laws which are necessary to enable it to comply with the terms and conditions of this Deed, the Contract or any other agreement or instrument creating any Rights,
- (g) **Exercise Rights:** exercise any rights or give any notice under or in connection with the Contract or any other agreement or instrument creating any Rights so as to

ensure that it is duly and promptly performed by the Counterparty, and comply with the directions of the Lender in relation to the exercise of such right or the giving of such notice;

- (h) **Notice of Breach:** notify the Lender immediately upon becoming aware of
  - (i) any event which may lead to any claim being made under, or enforcement action being taken in respect of the Contract or any other agreement or instrument creating any Rights, and
  - (ii) any event which might adversely affect the ability of the Borrower or the Counterparty to comply with the terms and conditions of, or maintain the validity of, the Contract or any other agreement or instrument creating any Rights
- (i) **Proceedings:** if any event occurs which could lead to any claim being made under, or enforcement action being taken in respect of, the Contract or Rights
  - (i) commence and promptly prosecute proceedings against the Counterparty if directed to do so by the Lender,
  - (ii) permit the Lender to commence and prosecute proceedings in the name of the Borrower against the Counterparty, and
  - (iii) at the request of the Lender, provide all reasonable administrative and operational support in connection with the enforcement of any judgment or award given against a Counterparty in respect of the same, and
- (j) **Replacement of Rights** if any part of the Rights is terminated, frustrated or becomes unenforceable or invalid, enter into or arrange for the provision of replacement Rights with the Counterparty or, if directed to do so by the Lender, with another counterparty approved by the Lender

## 5.2 Negative undertakings

The Borrower shall not, without the prior written consent of the Lender

- (a) **No Encumbrance:** create, agree to create or permit to subsist any Encumbrance over any of the Rights (other than any Encumbrance created under the Security Documents or with the prior written consent of the Lender),
- (b) **No Disposal:** sell, transfer or otherwise dispose of any of its Rights or agree to do so,
- (c) **No Termination:** terminate or agree to terminate any Rights,
- (d) **No Amendment:** amend or agree to any amendment of the Contract or any other agreement or instrument creating any Rights,
- (e) **No Waiver:** waive any of its rights in respect of the Counterparty under or in relation to the Contract or any other agreement or instrument creating any Rights,
- (f) **No Release** release a Counterparty from its obligations under the Contract or any other agreement or instrument creating any Rights,
- (g) **No Invalidity:** permit any event to arise which has or may have the effect of frustrating or invalidating any Rights or results in the unenforceability of any Rights (unless such event is outside its reasonable control),

(h) **No Delegation.** delegate or sub-contract any obligations assumed by it under the Contract or any other agreement or instrument creating any Rights; or

(i) **Proceedings:** commence proceedings against or agree to commence proceedings against a Counterparty, unless the Lender has directed it to do so

**6 ENFORCEMENT**

**6.1 Enforcement**

(a) At any time following an Event of Default, the Lender may

- (i) enter into possession and make use of any premises occupied by the Borrower,
- (ii) exercise or waive any of the Rights,
- (iii) perform any of the obligations of the Borrower under the Contract,
- (iv) terminate the Contract,
- (v) agree to any variation of the Contract,
- (vi) commence, prosecute, compromise or settle any proceedings relating to the Rights,
- (vii) sell or otherwise transfer any of the Rights or any of the other assets subject to the security created by this Deed to another person on such terms as the Lender thinks fit,
- (viii) collect the Receivables and procure that they are deposited into a Collection Account,
- (ix) give any guarantee or indemnity,
- (x) appoint managers, officers or agents on such terms and conditions as it thinks fit,
- (xi) exercise any of the powers contained in Schedules 1 and 2 of the Insolvency Act 1986, and
- (xii) exercise any other power which is incidental to any of the powers referred to above or which is necessary to enable the Lender to enforce, preserve or realise the security created by this Deed

(b) The Lender may exercise any of the powers set out in clause 6.1(a) in the name of the Borrower or in its own name, and, in addition, the Lender may appoint a nominee to exercise such powers on its behalf

(c) Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed

**6.2 Appointment of Receiver**

The Lender may, unless precluded by law, appoint in writing a Receiver to exercise any of the powers set out in clause 6.1(a). The Lender may appoint more than one Receiver, and if so, they shall have the power to act separately or as otherwise specified in the appointment.

**6 3 Remuneration of Receiver**

The Lender may determine the remuneration of a Receiver

**6 4 Removal of Receiver**

The Lender may remove a Receiver or vary the terms of his appointment

**6 5 Receiver shall be agent of the Borrower**

The Receiver shall be an agent of the Borrower and the Borrower shall be solely liable for the acts, default and remuneration of the Receiver

**6 6 No liability as mortgagee in possession**

Neither the Lender, its nominee nor any Receiver shall be liable or responsible to the Borrower for the exercise or non-exercise of any of the powers conferred on any of them by this clause

**7 PROTECTION FOR THE LENDER OR ANY RECEIVER**

Neither the Lender, its nominee nor any Receiver shall be obliged to

- (a) investigate whether any Receivable collected is sufficient to discharge the obligations of the Counterparty under the Contract,
- (b) take any action or commence any proceedings to collect a Receivable or protect or enforce any of the Rights,
- (c) perform any obligations of the Borrower under the Contract, or
- (d) invest the proceeds of the collection of a Receivable in an interest-bearing bank account

**8 PROTECTION OF THIRD PARTIES**

No person dealing with the Lender, its nominee or any Receiver shall be required to verify that the powers of any of them have arisen or are being properly exercised

**9 APPLICATION OF MONEY**

**9 1** Any money received under the powers conferred by this Deed shall (subject to the discharge of any prior-ranking claims and the provisions of the Facility Agreement), be paid or applied in the following order of priority

- (a) in satisfaction of all costs, charges and expenses incurred, and payments made, by the Lender, its nominee or the Receiver, and of the remuneration of its nominee or the Receiver;
- (b) in or towards satisfaction of the Secured Sums, and
- (c) as to the surplus, to the person or persons entitled to it

**9 2** The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Sums, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender, its nominee or by a Receiver by virtue of this Deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any Secured Sum

**10 CONTINUING SECURITY**

This Deed shall be a continuing security, notwithstanding any intermediate payment or settlement of account or any other matter whatsoever

**11 POWER OF ATTORNEY**

The Borrower irrevocably appoints the Lender to be its attorney to

- (a) perform any act which the Borrower is required to, or has the right to, perform under this Deed, the Contract, or in relation to a Receivable,
- (b) deliver any notice or other communication which the Borrower is required to deliver under this Deed, the Contract, or in relation to a Receivable, or
- (c) execute and deliver any agreement, deed, instrument or document or perform any other act or do any other thing which the Lender considers is necessary or desirable to perfect, protect or enforce the security created by this Deed

**12 TRANSFER AND DISCLOSURE**

12 1 The Borrower may not assign any of its rights under this Deed

12 2 The Lender may at any time transfer all or any part of its rights and obligations in relation to this Deed

12 3 The Lender may at any time disclose any information concerning the Borrower, this Deed, the Rights and the Secured Sums to

- (a) any Affiliate of the Lender,
- (b) any successor, assignee or prospective successor or assignee to the Lender;
- (c) any professional advisers to the Lender,
- (d) any person, to the extent the information has entered the public domain otherwise than as a result of a breach of this clause, and
- (e) any person as may be required in connection with any litigation, arbitration or other investigation or disputes and as may be required by court order, law or any governmental or regulatory authority

**13 COMMUNICATIONS**

All communications to be made under this Deed shall be made in accordance with the provisions of clause 29 (*Notices*) of the Facility Agreement

**14 BUSINESS DAYS**

Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same Month (if there is one) or the preceding Business Day (if there is not)

**15 AMENDMENTS, CONSENTS AND APPROVALS**

No term of this Deed may be amended otherwise than by an instrument in writing executed by each of the parties. A consent, notice or approval from the Lender under this Deed shall be effective only if made in writing

**16 CONTINUING OBLIGATIONS**

Each obligation in this Deed is a continuing obligation, separate and independent from each other obligation

**17 ENTIRE AGREEMENT**

This Deed constitutes the entire agreement between the parties about its subject matter and any previous arrangements, understandings and negotiations on that subject cease to have any effect

**18 FURTHER ASSURANCE**

The Borrower shall take any further action and execute any further documents at its own expense as the Lender may reasonably request to give effect to the arrangements contemplated by this Deed

**19 NO RIGHTS OF THIRD PARTIES**

No person other than a party may enforce this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999

**20 COUNTERPARTS**

This Deed may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute a single instrument

**21 GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever under or in connection with it will be governed by and construed in all respects in accordance with English law

**22 ENFORCEMENT**

**22.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute")
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (c) This clause 22.1 (*Jurisdiction of English courts*) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions
- (d) The Borrower irrevocably waives any objections on the ground of venue or inconvenient forum or any similar grounds and irrevocably agrees that any judgment in any proceedings brought in any court referred to in this clause shall be conclusive and binding and may be enforced in any other jurisdiction

**22.2 Consent to enforcement**

The Borrower consents generally in respect of any Dispute to the giving of any relief or the issue of any process in connection with such Dispute including, without limitation, the enforcement or execution against any property or assets whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in relation to such Dispute

**22.3 No immunity**

To the extent that the Borrower may be entitled in any jurisdiction to claim for itself or any of its property or assets immunity in respect of its obligations under this Deed from service of process, jurisdiction, suit, judgment, execution, attachment (whether before judgment, in aid of execution or otherwise) or legal process or to the extent that in any jurisdiction there may be attributed to it or all or any of its property or assets immunity of that kind (whether or not claimed) the Borrower irrevocably agrees not to claim and irrevocably waives that immunity to the fullest extent permitted by the laws of that jurisdiction

**THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED AS A DEED** by the parties on the date first written above

SCHEDULE 1

Form of Notice of Assignment to Counterparty

FROM Agmin UK Ltd  
TO Agmin Italy SpA  
DATE

Dear Sirs

NOTICE OF ASSIGNMENT OF RIGHTS TO SCIPION ACTIVE TRADING FUND

- 1 We refer to the intra-group loan agreement dated [date], (the "Rights")
- 2 We hereby give you notice that under a security agreement deed between Scipion Active Trading Fund (the "**Beneficiary**") and ourselves dated [date], we have assigned to the **Beneficiary** all of our rights, benefit and interest in the Rights, including any money payable to us under or in connection with the Rights
- 3 Notwithstanding this assignment, we remain liable to perform any obligations assumed by us under the Rights and the **Beneficiary** has assumed no liability to do so
- 4 We hereby irrevocably and unconditionally authorise and instruct you to pay any amounts becoming due and payable by you to us under or in connection with the Rights to

Account Ref [insert details]

Bank [insert details]

Account Number [insert details]

Swift Code [insert details]

or such other account as the **Beneficiary** may nominate from time to time

- 5 The authorisation and instruction described in paragraph 4 above may not be revoked or varied without the prior written consent of the **Beneficiary**

Please acknowledge receipt of this Notice of Assignment by signing and returning to the **Beneficiary** the attached form of acknowledgement

Yours faithfully

\_\_\_\_\_

for and on behalf of

**Agmin UK Ltd**

Name \_\_\_\_\_

Position \_\_\_\_\_



**SCHEDULE 2**

**Form of Acknowledgement of Assignment by Counterparty**

**FROM** Agmin Italy SpA  
**TO** Scipion Active Trading Fund  
**DATE** [date]

Dear Sirs

**ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT OF RIGHTS TO SCIPION ACTIVE TRADING FUND**

- 1 We hereby acknowledge receipt of a notice from Agmin UK Ltd (the "Notice"), of which the attached is a duplicate, under which it has informed us that it has assigned to you all of its Rights (as defined in the Notice)
- 2 We have not received any notice of the interest of any other person in the Rights
- 3 We confirm that any amounts payable to Agmin UK Ltd under or in connection with the Rights shall be paid to the following account  
Account ref [insert details]  
Bank [insert details]  
Account Number. [insert details]  
SWIFT Code [insert details]  
or to such other account as you may nominate from time to time
- 4 We confirm that this instruction may not be revoked or varied without your prior written consent
- 5 We confirm that we shall not, without your prior written consent, pay any money to Agmin UK Ltd (other than to the bank account specified above or to such other account as you may nominate from time to time) or to any other person in connection with the Rights
- 6 We confirm that there are no liabilities or obligations in existence between us and Agmin UK Ltd in respect of the Rights which may be detrimental to the rights of the Bank under a security agreement deed referred to in the Notice or in respect of the relevant Rights

Yours faithfully

\_\_\_\_\_  
for and on behalf of  
**Agmin Italy SpA**

Name \_\_\_\_\_

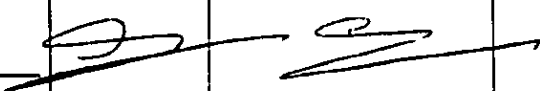

Position \_\_\_\_\_

\* delete as applicable

{L0010962, 2}

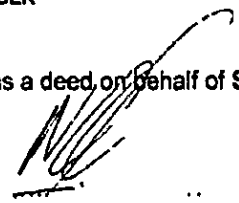
Signature Page

THE BORROWER

Signed as a deed on behalf of Agmin UK Ltd by <b>GIUSEPPE GOJA</b>		
Director	Authorised signatory	
In the presence of		
Signature of Witness 		
Name of Witness <b>ALICE BRUGNOLI</b>		
Position <b>EMPLOYEE</b>		
Address <b>VIA GABRIELE NUOVE 3, 57060 LUCCIGNANO DI SORDO (PI)</b>		

THE LENDER

Signed as a deed on behalf of Scipion Active Trading Fund by



Authorised Signatory

Authorised Signatory

**CERTIFIED TRUE COPY OF ORIGINAL**  
SIGNED..... **NYRIAM KY** ..... Solicitor.....  
DATE..... **04 April 2016**.....