

MG01

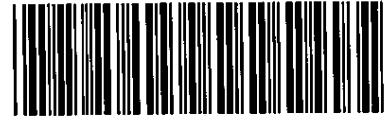
Particulars of a mortgage or charge



222 899/13.

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



PMO 18/02/2010 433
COMPANIES HOUSE

✓ **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
particulars of a charge for
company. To do this, please use
form MG01s

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Company details

Company number 00002065
Company name in full Lloyds TSB Bank plc (the "Chargor")

20 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 *

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Date of creation of charge

Date of creation 01/02/2010

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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 A security agreement dated 10 February 2010 (the "Security Agreement") made
between the Chargor and the Secured Party (as defined below)

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Amount secured

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

Amount secured

All present and future obligations and
liabilities (whether actual or contingent) of the
Chargor to the Secured Party under the Swap
Agreement (as defined below), except for any
obligation or liability which, if it were so
included, would result in the Security Agreement
contravening any law (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

Continuation page

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

Name	Goldman Sachs International ("the Secured Party ")
Address	Peterborough Court 133 Fleet Street
Postcode	E C 4 A 2 B B
Name	
Address	
Postcode	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Custody Agreement

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Custody Agreement (as defined below) (including its rights to require the Custodian to deliver securities or cash to the Chargor or to its order) to the Secured Party

Collateral Securities and Collateral Cash

The Chargor charges by way of a first fixed charge

- (a) all Collateral Securities (as defined below) and all Related Rights (as defined below), and
- (b) all Collateral Cash (as defined below)

Restrictions on Dealings

Except with the prior written consent of the Secured Party, at all times during the Security Period, the Chargor must not

- (a) create or permit to subsist any Security Interest (as defined below) on any Security Asset (as defined below), save for any Security Interest created or permitted under the Custody Agreement, or
- (b) sell, transfer or otherwise dispose of any of its rights
- (i) under the Custody Agreement, or
- (ii) to the Collateral Securities or the Collateral Cash

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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

Nil

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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 866).

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 870). 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 Allen & Overy LLP

X

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 DSF/AHD/DDDA/0013427-0002768

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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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

In this Form MG01

"Cash Account" means each of

(a) the cash accounts maintained by the Custodian for the account of the Chargor under the Custody Agreement with account numbers 777837 8400, 777837 8260, 777837 9780, 777839 8400, 777839 8260, 777839 9780, and

(b) any other cash account to be opened by the Custodian for the account of the Chargor pursuant to the Custody Agreement from time to time, which the Secured Party may designate (and notify the other parties) as a Cash Account for the purpose of this Security Agreement

"Collateral Account" means each of the Securities Account and the Cash Account

"Collateral Cash" means each debt owed by the Custodian to the Chargor represented by the credit balances from time to time on the Cash Accounts

"Collateral Securities" means the securities from time to time recorded in and represented by the Securities Account

"Custodian" means The Bank of New York Mellon

"Custody Agreement" means the custody agreement, dated 10 February 2010 and made between the Chargor and The Bank of New York Mellon.

"Related Rights" means

(a) any interest or other distribution paid or payable in relation to any Collateral Securities, and

(b) any right, money or property accruing or offered at any time in relation to any Collateral Securities by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

"Secured Transactions" means the TRS Facility and each TRS Facility Transaction from time to time

"Securities Account" means the securities account maintained by the Custodian for the account of the Chargor under the Custody Agreement having account numbers 777837 and 777839

"Security Assets" means all assets of the Chargor the subject of any security created by the Security Agreement

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other arrangement having a similar effect

"Security Period" means the period beginning on the date of the Security Agreement and ending on the earlier to occur of (1) the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full,

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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

and (11) the date on which the Chargor has no present or future payment or delivery obligations, whether absolute or contingent, in respect of the Secured Transactions (including without limitation, any payment under section 6 of the Swap Agreement)

"Swap Agreement" means the ISDA Master Agreement (including the schedule and credit support annex thereto) entered into by the Chargor and the Secured Party and dated as of 10 February 2010

"TRS Facility" means the total return swap facility with trade date 10 February 2010 and reference number SDB539886911 between the Chargor and the Secured Party, the terms of which are documented in the TRS Facility Confirmation

"TRS Facility Confirmation" means the TRS Facility confirmation dated 10 February 2010 between the Chargor and the Secured Party and evidencing a total return swap facility transaction and, together with the applicable Portfolio Adjustment Notice (as defined in the TRS Facility Confirmation), total return swap transactions entered into by the Chargor and the Secured Party and governed by the Swap Agreement

"TRS Facility Transaction" means each total return swap transaction entered into pursuant to the TRS Facility and governed by the Swap Agreement (together, the **"TRS Facility Transactions"**)

Note 1

A reference to the Swap Agreement includes (without prejudice to any prohibition on amendments) any amendment to that Swap Agreement, including but not limited to the conclusion of additional TRS Facility Transactions or the extension of the term or increase in notional amount of a TRS Facility Transaction



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2065
CHARGE NO. 20

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 10
FEBRUARY 2010 AND CREATED BY LLOYDS TSB BANK PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO GOLDMAN SACHS INTERNATIONAL 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 18 FEBRUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 FEBRUARY
2010

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+ 1



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES