

MG01

Vou 050308/13



Particulars of a mortgage or charge

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 of
company. To do this, please
form MG01s

FRIDAY



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A28

29/07/2011

19

COMPANIES HOUSE

For official use

135

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1

Company details

Company number 01026167

Company name in full Barclays Bank plc (the **Chargor**)

2

Date of creation of charge

Date of creation 28/07/2011

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

A stay and security agreement (the **Charge**) between, among others, the Chargor and James W Giddens, as trustee for the Securities Investor Protection Act liquidation of Lehman Brothers Inc (the **Trustee**), dated 12 July 2011 in consequence of Section 9 of which the charge was created on 28 July 2011 which was the Effective Date (as defined below)

4

Amount secured

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

Amount secured

The Transferred Liabilities (as defined below), whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including, without limitation, any of the foregoing that accrues after the commencement by or against the Chargor of any proceeding under any Debtor Relief Laws (as defined below) naming the Chargor as the debtor in such proceeding (the **Secured Obligations**)

(See continuation sheet)

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	The Trustee
Address	c/o Hughes Hubbard & Reed LLP, One Battery Park Plaza
	New York, New York 10004
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

6

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

Tas

On the Effective Date (as defined below), in order to secure the payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Chargor granted to the Trustee a continuing security interest in, lien on and right of set-off against all of the Collateral (as defined below) and all proceeds thereof to the extent such proceeds have not been transferred to the Chargor in accordance with Section 3 of Article III of the Collateral Account Agreement (including any proceeds of the liquidation of any thereof pursuant to Section 6 of the Charge) For the avoidance of doubt, such security interest, lien and right of set-off shall continue after any transfer of the Collateral to the Trustee pursuant to Section 6 of the Charge

(See continuation sheet)

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Amount secured

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

Amount secured

In this Form MG01

Barclays Capital means Barclays Capital Inc , a Connecticut corporation

Court means the United States Bankruptcy Court for the Southern District of New York

Debtor Relief Laws means all liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganisation, or similar debtor relief laws of the United Kingdom, the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally

Effective Date means 28 July 2011, being the date on which the Court entered an order approving the Charge in accordance with Section 9 of the Charge

Margin Assets has the meaning ascribed to such term in the Court's Opinion on Motions Seeking Modification Of The Sale Order Pursuant to Rule 60(b), The Trustee's Motion For Relief Under The SIPA Sale Order, Barclays' Cross-Motion To Enforce The Sale Orders And Adjudication Of Related Adversary Proceedings, dated February 22, 2011

Margin Assets Judgment means the Trustee's judgment against Barclays Capital with respect to the Margin Assets in the amount of USD 2 054 billion, plus pre-judgment interest at an annual rate of five percent from September 22, 2008 to the date of entry thereof

Transferred Liabilities means, collectively, all of Barclays Capital's obligations and liabilities (in each case, whether now existing or hereafter arising) in, to, under, pursuant to or in any manner relating to the Margin Assets Judgment or any subsequent judgment obtained by the Trustee against Barclays Capital in respect of the Margin Assets, including the amount, if any, determined in a final, non-appealable judgment, to be payable by Barclays Capital to the Trustee pursuant to the Margin Assets Judgment, in each case including any applicable post-judgment interest accrued thereon which were transferred by Barclays Capital to the Chargor under the terms of the Charge on the Effective Date

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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

In this Form MG01

Account means a segregated custodial account established and maintained pursuant to the Collateral Account Agreement in which Collateral shall be deposited by the Chargor and pledged to the Trustee. The Account shall consist of two sub-accounts, a demand deposit account for cash (the **Deposit Account**) and an account to hold Securities (the **Securities Account**), and, unless the context otherwise requires, any reference to the Account shall be a reference to both the Securities Account and the Deposit Account.

Collateral means (i) each of the Securities Account and the Deposit Account, and (ii) without limitation of clause (i), all cash, investment property, financial assets or other property at any time (or from time to time) held in or credited to the Securities Account or the Deposit Account, and all proceeds of any thereof (which proceeds shall be held in or credited to the Account until transferred pursuant to Section 2 of Article III of the Collateral Account Agreement), provided, however, that any proceeds transferred to the Chargor in accordance with Section 2 of Article III of the Collateral Account Agreement will not be deemed Collateral for purposes of the Collateral Account Agreement.

Collateral Account Agreement means the collateral account control agreement dated 20 July 2011 between the Chargor, the Trustee and The Bank of New York Mellon in the form attached to the Charge as Exhibit C.

Convertible Debt Security means any debt security convertible, with or without consideration, into stock or similar security, in each case provided that any such security is of a type listed on, and meets all of the applicable requirements set forth on, Schedule 1 to the Collateral Account Agreement.

Debt Security means any security other than a Convertible Debt Security, in each case provided that such security is of a type listed on, and meets all of the applicable requirements set forth on, Schedule 1 to the Collateral Account Agreement.

Deposit Account has the meaning given to such term in the definition of Account.

Security means any Debt Security or Convertible Debt Security.

Securities Account has the meaning given to such term in the definition of Account.

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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 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 Norton Rose LLP

X

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

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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 **Tristan Maultby**

Company name
Norton Rose LLP

Address **3 More London Riverside**

Post town **London**

County/Region

Postcode **S E 1 2 A Q**

Country **United Kingdom**

DX

Telephone **+44 (0)20 7444 5141**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1026167
CHARGE NO. 135**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STAY AND SECURITY
AGREEMENT EXECUTED OUTSIDE THE UNITED KINGDOM
OVER PROPERTY SITUATE THERE DATED 28 JULY 2011 AND
CREATED BY BARCLAYS BANK PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM BARCLAYS CAPITAL
INC., TO JAMES W. GIDDENS AS TRUSTEE FOR THE
SECURITIES INVESTOR PROTECTION ACT LIQUIDATION OF
LEHMAN BROTHERS INC. (THE TRUSTEE) 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 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 JULY 2011

4c
Collected.



Companies House
— for the record —



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