

MG01

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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 for

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

MONDAY



LD7 *L15HW43M* 26/03/2012 #81
COMPANIES HOUSE

1

Company details

Company number 1 0 2 6 1 6 7

Company name in full Barclays Bank PLC (the "Chargor")

160 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 d2 d2 m0 m3 y2 y0 y1 y2

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 Pledge Agreement dated 22 March 2012 between the Chargor and Banco Santander, S A (the
"Secured Party")

4

Amount secured

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

Amount secured All the Chargor's payment and delivery obligations under a
transaction agreement (the "Transaction Agreement") dated 22
March 2012 between the Chargor and the Secured Party (the
"Secured Obligations") and the Pledge Agreement

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

Continuation page

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

Name Banco Santander, S A ,

Address Santander, Paseo de Pereda 9-12

Spain

Postcode 3 9 0 0 4

Name

Address

Postcode

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

Pursuant to the terms of the Pledge Agreement, the Chargor, as beneficial owner, has assigned, pledged and granted to the Secured Party for the payment and discharge of the Secured Obligations security interests having priority over all other security interests (other than Custodian Security) in (i) the Pledged Items, (ii) all additions to and substitutions for such Pledged Items (where permitted pursuant to the Pledge Agreement and the Transaction Agreement), and (iii) all income and proceeds received or derived from the Pledged Items (together the "Collateral")

The Chargor may, in accordance with the terms of the Transaction Agreement, substitute cash collateral for all (but not part) of the Collateral

The Chargor has agreed to execute, deliver and file any document or agreement which the Secured Party may reasonably require in order to preserve, protect or validate any security interest granted pursuant to the Pledge Agreement and to allow the Secured Party to retain Control of the Collateral

Pursuant to the Pledge Agreement, the Chargor may not grant any other liens (apart from Custodian Security) over the Collateral, sell or otherwise dispose of the Collateral, or enter into an agreement pursuant to which any person other than the Chargor, the Secured Party and any securities intermediary through which Collateral is held would have Control of the Collateral

The security created by or pursuant to the Pledge Agreement remains in full force and effect until the Chargor has fulfilled all of its obligations under the Transaction Agreement and Pledge Agreement

The Pledge Agreement is governed by the laws of the State of New York

Definitions

"Control" means "control" as defined in Sections 8-106, Section 9-104 and Section 9-106 of the Uniform Commercial Code (as in effect in the State of New York),

"Custodian Security" means any security interests or encumbrances arising through the holding of any Collateral through a custodian and/or a clearing system,

"Pledged Items" means the items in a numbered securities account maintained by the Chargor with The Bank of New York Mellon as custodian

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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

None

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 *Shangher 2nd May* 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 REL/NEE

Company name Slaughter and May

Address One Bunhill Row

**PLEASE RETURN VIA
CH LONDON COUNTER**

Post town London

County/Region

Postcode E C 1 Y 8 Y Y

Country United Kingdom

DX

Telephone 020 7600 1200



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. 160

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED 22
MARCH 2012 AND CREATED BY BARCLAYS BANK PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANCO SANTANDER, S.A. 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 26
MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 APRIL 2012

jc

