

MG01

Particulars of a mortgage or charge



223846/13

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



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

SATURDAY



A03

A198A76Q

19/05/2012

#117

COMPANIES HOUSE

1

Company details

Company number 01026167

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

1625

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 01/05/2012

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 Deed dated 1 May 2012 (the "Deed") between the Charging Company and Citibank N A (the "Bank") for itself and on behalf of each branch or affiliate of the Bank from time to time selected and appointed by the Charging Company and identified in Exhibit A to the Agreement as custodian or clearing agent (each a "Custodian")

Capitalised terms are defined in the continuation pages to this form MG01

4

Amount secured

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

Amount secured

Pursuant to clause 4.1 (*Security Interest*) of the Deed, the security created by the Deed is created as continuing security for the proper payment and discharge in full of the Secured Obligations

Capitalised terms are defined in the continuation pages to this form MG01

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 Citibank, N A for itself and on behalf of each Custodian

Address Citigroup Centre, Canada Square, Canary Wharf, London

Postcode E 1 4 5 L B

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

See Part II of the attached continuation pages for the short particulars of all the property mortgaged or charged

Parts III and IV of the attached continuation pages refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Deed and must be read as part of those charges

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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

n/a

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 *Hogan Howells International 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 **Andrew Taylor (F3/AMT/2595848)**

Company name **Hogan Lovells International LLP**

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region

Postcode **E C 1 A 2 F G**

Country

DX **57 London Chancery Lane**

Telephone **+44 (20) 7296 2000**



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

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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

Part I - Definitions

In this Form MG01, references to clauses, sections and schedules are to clauses, sections and schedules to the Deed unless otherwise specified. In this Form MG01, the following expressions have the following meanings respectively set out below:

"Account" means any cash account or any securities custody account as defined or otherwise described in the Agreement which is marked as containing cash or assets belonging solely to the Charging Company. For the avoidance of doubt, any cash or securities custody account which is marked as containing cash or assets which belong to a customer of the Charging Company and designated by the Charging Company are excluded from this definition. Pursuant to clause 3(A) of the Agreement, the Charging Company authorises the Custodian to establish on its books, pursuant to the terms of the Agreement, (i) a Clearing Account or accounts (the "Clearing Account") and (ii) a cash account or accounts (the "Cash Account"). Pursuant to clause 3(A) of the Agreement, the Clearing Account will be a Clearing and Custody Account for the receipt, safekeeping and maintenance of Securities, and the Cash Account will be a current account for cash. Pursuant to clause 3(A) of the Agreement, the Clearing Account and the Cash Account will be in the name of the Charging Company or such other name as the Charging Company may reasonably designate to the Custodian.

"Agreement" means the Master Clearing Agreement dated March 23rd, 2000 as amended or supplemented from time to time and as may be further supplemented and amended by the Deed.

"Authorised Person" means any person (including any individual or entity) authorised by the Charging Company to act on its behalf in the performance of any act, discretion or duty under the Agreement (including, for the avoidance of doubt, any officer or employee of such person) in written notice which is in a form acceptable to the Custodian.

"Business Day" means, in relation to a Custodian, a day on which that Custodian and the relevant securities settlement system in the jurisdiction of that Custodian are open for business.

"Collateral" means (i) cash held in any Account with any Custodian, (ii) Securities or other assets held in any Account by any Custodian, and (iii) rights in respect of over-the-counter transactions in Securities executed by the Charging Company utilising services provided by any Custodian.

"Deed" means the Deed and any schedule to the Deed as amended and supplemented from time to time.

"Event of Default" means (i) the Charging Company fails to pay any Secured Obligations when due, has received a Notice of Failure to Pay and the time period (if any) specified in such Notice of Failure to Pay has expired (ii) the Charging Company fails to perform or observe any covenant contained in the Deed or (iii) the Charging Company is unable to pay its debts as they become due, admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Charging Company seeking to adjudicate it or them as bankrupt or insolvent or seeking liquidation, winding up,

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Short particulars

reorganisation administration or relief of any of its debts under any bankruptcy, insolvency or reorganisation law or any similar law for the relief of debtors, or the Charging Company shall take any corporate action to authorise any of the actions set forth in clause (iii) and in the case of any involuntary proceeding which is not instituted or presented by a regulator, supervisor or similar official with insolvency, rehabilitative or regulatory jurisdiction over the Charging Company, such proceeding is not dismissed, discharged, stayed or restrained within 15 days of the institution or presentation thereof, (each such event being a "Event of Default")

"Instructions" means any and all instructions (including approvals, consents and notices) received by the Custodian from, or reasonably believed by the Custodian to be from, any Authorised Person, including any instructions communicated through any manual or electronic medium or system agreed between the Charging Company and the Custodian

"Irrevocable Commitments" has the meaning given to such term in clause 2 of the Deed, which states, in carrying out Instructions of the Charging Company to clear and/or settle transactions under the Agreement the Custodian may incur irrevocable commitments to pay for or deliver Securities

"Notice of Failure to Pay Event of Default" means written notice sent by the Custodian to the Charging Company in the event that the Charging Company has failed to pay any Secured Obligations (as described under sub-section (i) in the definition of Event of Default) when due and which such notice may specify a time period within which the Charging Company is required to remedy the failure to pay, it being agreed that where the failure to pay is due to an error or omission of an administrative or operational nature, the Charging Company has the funds available to enable it to make the relevant payment when due and provides written evidence of such to the Custodian, then the time period for remedy of the failure to pay shall be 24 hours from the time at which the payment originally fell due

"Party" means the Charging Company, the Bank and any Custodian

"Secured Obligations" means all obligations owing to any Custodian by the Charging Company in connection with services under the Agreement, whether present or future, actual or contingent, (and whether incurred by the Charging Company alone or jointly, and whether as principal or surety or in some other capacity), including but not limited to

- (a) all obligations of the Charging Company to reimburse a Custodian in respect of Irrevocable Commitments, and
- (b) all other present and future obligations of the Charging Company to repay a Custodian in respect of daylight and overnight overdraft lines and reversals of provisional credits

"Securities" means any financial asset including (i) an obligation of an issuer or any person or a share, participation or other interest in an issuer or a person or in property or an enterprise of an issuer or a person, which is, or is of a type, dealt in or traded on financial markets, or which is recognised in any area in which it is issued or dealt in as a medium for investment, and (ii) any other non-cash property the Custodian agrees to hold in custody subject to the Agreement

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Please give the short particulars of the property mortgaged or charged

Short particulars

Part II - Particulars of property mortgaged or charged

Pursuant to clause 4 1 (*Security Interest*), as continuing security for the proper payment and discharge in full of the Secured Obligations, the Charging Company grants a security interest (or an equivalent interest under the governing law of the Agreement as applicable between the Charging Company and the relevant Custodian as the case may be) to each Custodian over all rights the Charging Company has or may have now or in the future in respect of the Collateral

Pursuant to clause 4 3 (*Security Interest*), the security interest created by the Deed is created in favour of each Custodian and the Bank as agent for each Custodian

Pursuant to clause 4 4 (*Security Interest*), each Custodian and the Bank have the benefit of all of the Collateral whether held by it or another Custodian appointed in another jurisdiction under the Agreement

Pursuant to clause 4 5 (*Security Interest*), each Custodian and the Bank expressly reserves any statutory security interest available to each of them under applicable law

Pursuant to clause 4 6 (*Security Interest*), until an Event of Default has occurred the Charging Company shall have the right to freely use the Collateral in the ordinary course of business

Pursuant to clause 11 5 (*Customer Assets*), if the Charging Company provides any Instruction to effect a delivery or transfer of any Security held in an Account identified as for the exclusive benefit of the Charging Company's customers, in effecting such delivery or transfer, the Security shall not be subject to any security interests and set-off rights created by this Deed as supplemented by the local security provision in schedule 1

The local security provisions set out in schedule 1 (*Local Terms*) to the Deed, as set out in part III below, also apply

Part III - Local Terms

1 INTRODUCTION AND INTERPRETATION

1 1 The local security provisions in Paragraph 2 of schedule 1 apply to Accounts maintained in the relevant jurisdiction(s) and supplement the terms of the Deed by the Parties pursuant to the Agreement. In the event of any inconsistency between the terms of the Deed and the terms of schedule 1 the terms of the schedule will prevail

1 2 Terms not otherwise defined shall have the meaning given to them in the main body of the Deed. A reference to a Paragraph is to a paragraph of schedule 1. A reference to a Clause is to a clause of the Deed

2 LOCAL SECURITY PROVISIONS

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Short particulars	<p>Insofar as it is necessary to give effect to the provisions of this Paragraph, all terms defined elsewhere in the Deed but used in this Paragraph 2 shall be governed by and construed for that purpose in accordance with the system of law governing the relevant Accounts</p> <p>2 1 Germany The following provisions only apply to Accounts opened and maintained in Germany</p> <p>2 1 1 The Charging Company hereby pledges to the Custodian the present and future credit balance of each of its present and future cash Accounts including all interest payable thereon, together with all ancillary rights and claims associated with such cash Accounts as well as Securities and equivalent values (Wertpapiere und entsprechende Werte) including interest-coupons, fixed interest-coupons and profit participation-coupons (Zins-, Renten- und Gewinnanteilscheine) and talons (Erneuerungsscheine) as well as warrants (Bezugsrechte) and bonus coupons (Berichtigungsscheine) which are credited to the securities custody Accounts presently and in the future (together, the "Pledge") to secure the Secured Obligations</p> <p>The Charging Company pledges all rights and claims, including but not limited thereto its right to demand delivery and possession (Lieferungs- und Herausgabeansprüche), in connection with and relating to any Securities which are credited to each of the Charging Company's securities custody Accounts</p> <p>The Custodian accepts such Pledge</p> <p>2 1 2 The Custodian is entitled to enforce the Pledge and realise the Collateral if the Secured Obligations are not performed when due. To the extent that, but for this provision, § 1277 of the German Civil Code would apply, the Custodian is entitled to enforce the Pledge without obtaining an enforceable judgement or other instrument (ohne vollstreckbaren Titel). In all other cases the Custodian shall notify the Charging Company in writing of the intention to enforce its Pledge and to realise the Collateral (Verwertung der Pfandgegenstände) with a period of notice of no less than 5 (five) Business Days. The Custodian shall be entitled without observing the aforementioned notice period to freely sell the Collateral having a market or exchange price at their current price by itself or through third parties and shall have the right to appropriate all or any part of such Collateral, upon realisation (§ 1259 of the German Civil Code)</p> <p>2 1 3 At any time when the total value of the aggregate security granted by the Charging Company to secure the Secured Obligations which can be expected to be realised in the event of an enforcement of the aggregate security granted by the Charging Company to secure the Secured Obligations (realisierbarer Wert) exceeds 110% of the Secured Obligations (the "Limit") not only temporarily, the Custodian shall on demand of the Charging Company release such part of the aggregate security granted by the Charging Company to secure the Secured Obligations (Sicherheitenfreigabe) as the Charging Company may in its reasonable discretion determine so as to reduce the realisable value of the aggregate security granted by the Charging Company to secure the Secured Obligations to the Limit</p> <p>2 1 4 This Paragraph 2 1 shall be governed and construed in accordance with German law</p>

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2 2 Italy The following provisions only apply to Accounts opened and maintained in Italy

2 2 1 The Charging Company hereby creates the following charges in favour of the Custodian as security for the payment and discharge of all of the Secured Obligations (a) a pledge (pegno) over all of the Accounts, pursuant to Articles 2800 et seqq of the Italian Civil Code and the relevant provisions of Italian Legislative Decree No 170 dated 21 May 2004 implementing Directive 2002/47/EC on financial collateral arrangements ("**Decree 170**"), notice is hereby given to the Custodian of the pledge (pegno) over all of the Accounts created hereunder, and (b) a charge on Securities from time to time deposited in the Accounts (vincolo sull'insieme degli strumenti finanziari registrati sul conto) pursuant to Article 34(2) of Italian Legislative Decree No 213 dated 24 June 1998 ("**Decree 213**"), Article 35 of the Bank of Italy - Consob Joint Regulation on central depository systems dated 22 February 2008 ("**Bank of Italy/Consob Regulation**") and the relevant provisions of Decree 170

2 2 2 In the case of the Securities held and recorded in the Accounts, it is understood and agreed that the Custodian shall (a) take any necessary action and steps required, under Article 35 of Bank of Italy/Consob Regulation and any other relevant provisions, to ensure that the Accounts constitutes an account intended to create a charge on the Securities registered in it (conto destinato a consentire la costituzione di vincoli sull'insieme degli strumenti finanziari in esso registrati), for the purposes of Article 35 of Bank of Italy/Consob Regulation, (b) operate the Accounts in accordance with the instructions given from time to time by the Charging Company, or on its behalf, provided that the Custodian shall no longer follow the instructions given by the Charging Company, or on its behalf, upon the occurrence of an Event of Default which has not been waived by the Custodian

2 2 3 This Paragraph 2 2 shall be governed and construed in accordance with Italian law

Part IV - Covenants and Restrictions

Clause 8 1 (*Remedies*) provides that if an Event of Default occurs and is not waived by the Custodian, each Custodian or the Bank may, without notice to the Charging Company except as required by law and as required under clause 8 2 (*Remedies*) at any time

(x) appropriate and apply all or any part of the Collateral against Secured Obligations,

(y) sell all or any part of the Collateral, and

(z) exercise in respect of the Collateral all the rights and remedies of a secured party on default under any applicable law

Clause 8 2 (*Remedies*) provides that each Custodian or the Bank will exercise its rights or remedies pursuant to clause 8 (*Remedies*) in accordance with the Deed and reasonable commercial standards. In the event that a Custodian or the Bank exercises any right of sale of the Collateral in accordance with applicable law, the Custodian must only sell such part of the

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Short particulars	<p>Collateral the current market value of which (as determined pursuant to clause 8 3 (<i>Remedies</i>)) is necessary to discharge the then outstanding Secured Obligations Each Custodian shall endeavour to give notice of such sale to the Charging Company, where possible, prior to such sale or if prior notice is not possible, as soon as reasonably practicable thereafter</p> <p>Clause 8 3 (<i>Remedies</i>) provides that for the purposes of clause 8 (<i>Remedies</i>), the Charging Company agrees that the value of such Collateral so appropriated, sold or applied shall be, in the case of securities, the market price of such securities determined by each Custodian and/or the Bank by reference to a public index or by such other process as such Custodian or the Bank may reasonably select, including independent valuation The Parties further agree that the method of valuation provided for in clause 8 3 shall constitute a commercially reasonable method of valuation</p> <p>Clause 11 1 (<i>Customer Assets</i>) provides that the security interests and set-off rights created by this Deed as supplemented by the local security provisions in Schedule 1 hereto (Local Terms) shall not apply to Accounts which are identified by the Charging Company in accordance with Clause 11 4 below as containing Securities to which customers of the Charging Company are beneficially entitled The exclusion provided in this clause shall include any Securities transferred to any such Accounts subject to the terms in Clause 11 4 below</p> <p>Clause 11 2 (<i>Customer Assets</i>) provides that the Charging Company agrees that it will promptly upon execution of this Deed instruct the Custodian in writing to amend the title of any Account that is to fall outside the scope of this Deed pursuant to Clause 11 1 above.</p> <p>Clause 11 3 (<i>Customer Assets</i>) provides that the Charging Company represents that it is not permitted under applicable law or agreement to permit the security interests created by this Deed to apply to such Accounts or the Securities held in the Accounts</p> <p>Clause 11 4 (<i>Customer Assets</i>) provides that at the time the Charging Company provides each Instruction to transfer or deliver Securities to any Account identified as for the exclusive benefit of customers of the Charging Company as provided in this clause, the Charging Company is deemed to represent and warrant as part of the Instruction that the Charging Company, at or before close of business in the relevant market on the settlement date of such transfer or delivery, will have transferred to the Custodian sufficient cash in immediately available funds in the required currency to cover the cost to the Custodian of effecting the receipt of that Security on behalf of the Charging Company Provided the Charging Company has provided the Instruction in accordance with this clause, the Custodian shall not refuse to transfer the relevant Security to the relevant account established for the exclusive benefit of the Charging Company's customers</p> <p>Clause 11 5 (<i>Customer Assets</i>) provides that if the Charging Company provides any Instruction to effect a delivery or transfer of any Security held in an Account identified as for the exclusive benefit of the Charging Company's customers, in effecting such delivery or transfer, the Security shall not be subject to any security interests and set-off rights created by this Deed as supplemented by the local security provision in schedule 1</p> <p>Clause 12 (<i>Terms of Security</i>) provides that the parties agree that the security interests created by this Deed shall terminate on the date on which the Parties execute an electronic trading services agreement granting security to each Custodian for the proper payment and discharge</p>

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Short particulars

of all obligations owing to the Custodian or equivalent security document, provided that where there is an Event of Default on or before such date, on account of a failure to pay any Secured Obligation as understand in part (i) of the definition of Event of Default, the provisions of the Deed shall continue to apply until such Secured Obligations have been unconditionally and irrevocably paid and discharged in full as at such date



**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. 163

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED DATED 1 MAY 2012 AND
CREATED BY BARCLAYS BANK PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CITIBANK N.A. FOR ITSELF AND ON BEHALF OF EACH
CUSTODIAN 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
19 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2012



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES