

MG01

Particulars of a mortgage or charge

133998/13

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\*R1UB7NN\*

RCS 04/10/2012 #153

COMPANIES HOUSE

"L1JEAAJ"

LD3 12/10/2012 #72

COMPANIES HOUSE

"L1JUEAF"

LD5 04/10/2012 #59

COMPANIES HOUSE

THURSDAY

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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

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**Company details**

Company number 01026167

Company name in full BARCLAYS BANK PLC

170 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 01/08/2012

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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 Deed of Charge ("Deed of Charge") dated 18 September 2012 made between (1) Barclays Bank PLC (the "Chargor") and (2) Mediobanca - Banca di Credito Finanziario SpA (the "Secured Party")

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**Amount secured**

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

Amount secured The lesser of (i) all present and future moneys, debts and liabilities due, arising or incurred by the Chargor to the Secured Party under or in connection with the Transaction and (ii) the Early Termination Amount, to the extent payable by the Chargor (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "Liabilities").

**Continuation page**

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

**MG01****Particulars of a mortgage or charge****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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Mediobanca - Banco di Credito Finanziario S.p.A.		
Address	Piazzetta Enrico Cuccia 1		
	Milan, Italy		
Postcode	2 0 1 2 1		
Name			
Address			
Postcode			

**6 Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>The Chargor, with full title guarantee and as security for the payment of all Liabilities, has charged in favour of the Secured Party by way of first fixed charge:</p> <p>(1) the Custody Account, and all its present and future rights, title and interest in or to the Custody Account;</p> <p>(11) all its present and future rights, title and interest in and to the Custody Agreement, including all rights against the Custodian thereunder</p> <p>The Chargor, with full title guarantee and as security for the performance of all Liabilities, has also charged, in favour of the Secured Party by way of first floating charge the Charged Assets to the extent not effectively charged pursuant to the first fixed charge above.</p> <p><u>Definitions</u> In this form MG01:</p> <p>Please see attached continuation pages</p>	

# MG01

## Particulars of a mortgage or charge

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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 Not applicable.

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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 Linklaters LLP X

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

# MG01

## 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 Rhian Roberts / Paul Doe

Company name Linklaters LLP

Address One Silk Street

London

Post town

County/Region

Postcode E C 2 Y 8 H Q

Country

DX 10 LONDON / CITY

Telephone +44207456 4815



### 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](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)

**Short particulars of all the property mortgaged or charged**

Continuation page (1)

Barclays Bank PLC , 01026167

(Definitions)

Continued from MG01 form)

**"Business Day"** means a day (other than a Saturday or a Sunday) on which banks are open for general business in London

**"Cash"** means any cash, Distributions and monies received by the Custodian for deposit for the account of the Chargor.

**"Cash Account"** means the cash account in the name of the Chargor for all Cash, including the Replacement Security (as defined in the Custody Agreement) (where applicable).

**"Charged Assets"** means the Charged EU Allowances, the Replacement Security and all present and future rights, title and interest in or to the Custody Account which are or become subject to the Security created pursuant to the Deed of Charge and all other assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charged EU Allowances"** means all EU Allowances which are deposited from time to time into the Custody Account.

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Deed of Charge.

**"Custodian"** means The Bank of New York Mellon, London Branch.

**"Custody Account"** means account no 180388 in the name of the Chargor held with the Custodian and established in accordance with the Custody Agreement, together with the Cash Account.

**"Custody Agreement"** means the custody agreement between the Chargor, the Secured Party and the Custodian relating to the custody arrangements in respect of the EU Allowances (and any cash or other assets held under that agreement) comprised in the Charged Assets

**"Directive"** means Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 establishing a scheme for greenhouse gas emission allowance trading within the European Community and amending Council Directive 96/61/EC as amended by Directive 2004/10/EC in respect of the Kyoto Protocol project mechanisms, as amended from time to time

**"Distributions"** means all interests, dividends and other income distributed or paid in respect of Cash and Charged EU Allowances.

**"Early Termination Amount"** shall mean the amount determined by the Chargor in accordance with the section of the Confirmation of the Transaction, dated 18 September 2012, entitled "Early Termination"

**"Early Termination Payment Date"** means the day falling two Local Business Days after the day on which notice of the Early Termination Amount is effective in accordance with the terms of the ISDA Master Agreement.

**Short particulars of all the property mortgaged or charged**

Continuation page (2)

Barclays Bank PLC , 01026167

**"Enforcement Event"** means any of the following events or circumstances occurring in respect of the Chargor:

(i) a Failure to Pay, under the Transaction, as described under Section 5(a)(i) of the ISDA Master Agreement, or

(ii) a Bankruptcy as described under Section 5(a)(vii) of the ISDA Master Agreement

**"EU Allowance"** means an "allowance" as defined in the Directive that has been issued by a competent authority pursuant to Chapter III of the Directive

**"ISDA Master Agreement"** means the ISDA Master Agreement entered into between the Chargor and the Secured Party on 18 April 1997, as amended from time to time.

**"Local Business Day"** shall have the meaning given to it in the ISDA Master Agreement

**"Replacement Security"** means an amount of cash, denominated in Euro, of equivalent value to any Withdrawn Assets, which is deposited into the Custody Account contemporaneously with the withdrawal of such Withdrawn Assets and as a substitute for such Withdrawn Assets and which, upon such deposit into the Custody Account, becomes immediately subject to the Charges.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Transaction"** means the cash settled EU Allowance linked swap transaction entered into between the Chargor and the Secured Party on 17 September 2012, pursuant to the Transaction Documents.

**"Transaction Documents"** means.

(i) the Confirmation of the Transaction, dated 18 September 2012;

(ii) the ISDA Master Agreement;

(iii) the Deed of Charge; and

(iv) the Custody Agreement.

**"Withdrawn Assets"** means any assets withdrawn from the Custody Account in accordance with clause 4.1 of the Deed of Charge

**Short particulars of all the property mortgaged or charged**

Continuation page (3)

Barclays Bank PLC , 01026167

Unless the contrary indication appears, any reference in these Definitions to:

- (i) **"assets"** includes present and future properties, revenues and rights of every description;
- (ii) the **"Chargor"**, the **"Secured Party"** or the **"Custodian"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (iii) a **"Transaction Document"** or any other agreement or instrument is to a reference to that Transaction Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any increase in, extension of or change to any facility made available under that Transaction Document or other agreement or instrument,
- (iv) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality).

**Short particulars of all the property mortgaged or charged**

Continuation page (4)

Barclays Bank PLC , 01026167

**Additional Information**

- (1) Clause 4.1 of the Deed of Charge provides that the Chargor shall be entitled to withdraw EU Allowances from the Custody Account five (5) Business Days prior to the earlier of (i) the expiry of the ICE ECX EUA Futures Contract for December 2014, and (ii) the Early Termination Payment Date, provided that no Enforcement Event has occurred and is continuing on the date of such withdrawal and provided that any such transfer may be made only where Replacement Security is contemporaneously deposited into the Custody Account as a substitute for Withdrawn Assets.
- (2) The Chargor made the following representations to the Secured Party on the date of the Deed of Charge:
  - (a) except as provided in the Deed of Charge, the Chargor has not assigned, transferred, entered into any trade in respect of or otherwise disposed of the Charged Assets (or its right, title and interest to or in the Charged Assets), either in whole or in part, nor agreed to do so, and will not at any time do so or agree to do so. The Chargor is and will at all times be the sole, absolute and beneficial owner of the Charged Assets. No person has or is entitled to any conditional or unconditional option or other right to subscribe for, purchase or otherwise acquire any of the EU Allowances comprising the Charged Assets or any interest in any EU Allowances comprising the Charged Assets; and
  - (b) except for the Charges and any lien in favour of the Custodian in respect of the Custody Account and the Cash Account, no Security exists on or over the Charged Assets or in respect of the Chargor's right, title or interest in or to the Charged Assets.





## **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. 170**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 18  
SEPTEMBER 2012 AND CREATED BY BARCLAYS BANK PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO THE SECURED PARTY 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 4 OCTOBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 OCTOBER  
2012**

*DX*



*Companies House*  
— for the record —



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