

MG01

Particulars of a mortgage or charge

134389/13



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 Scottish
company. To do this, please use
form MG01s

FRIDAY



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14/12/2012

#223

COMPANIES HOUSE

1

Company details

Company number

0 1 0 2 6 1 6 7

Company name in full

BARCLAYS BANK PLC

1 7 6

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

d0 d3 m1 m2 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

Deed of Charge ("**Deed of Charge**") dated 3 December 2012 made between (1)
Barclays Bank PLC (the "**Chargor**") and (2) Pensionskassen for
Kontorpersonale (the "**Secured Party**")

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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 moneys, debts, obligations
and liabilities due, owing or incurred by the
Chargor to the Secured Party from time to time
under or in connection with the Transaction (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); including, but not limited to, the
Early Termination Amount, if the Early Termination
Amount is payable by the Chargor to the Secured
Party, plus any interest payable under section 6(d)
(11) of the ISDA Master Agreement (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		Continuation page Please use a continuation page if you need to enter more details
Name	Pensionskassen for Kontorpersonale		
Address	Tuborg Boulevard 3, Hellerup		
	Denmark		
Postcode	D K 2 9 0 0		
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	<p>The Chargor, with full title guarantee and as security for the payment of all Liabilities, chares in favour of the Secured Party by way of first fixed charge:</p> <ul style="list-style-type: none">a) The Custody Account and all its present and future rights, title and interest in or to the Custody Account; andb) all its present and future rights, title and interest arising under the Custody Agreement, including all rights against the Custodian thereunder. <p>The Chargor, with full title guarantee and as security for the performance of all Liabilities, charges, in favour of the Secured Party by way of a 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>		

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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

Linklater 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 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 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

Short particulars of all the property mortgaged or charged

Continuation page (1)

Barclays Bank PLC, 01026167

Definitions

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets, pursuant to Clause 3.1 of the Deed of Charge.

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

"Confirmation" means the confirmation for the Transaction dated 3 December 2012.

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

"Custody Account" means the account with internal reference no. 180356 in the name of the Chargor held with the Custodian and established in accordance with the Custody Agreement into which the Transaction Allowances are delivered.

"Custody Agreement" means the custody agreement dated 3 December between the Chargor, the Secured Party and the Custodian relating to the custody arrangements in respect of the Custody Account

"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 from time to time, including by Directive 2004/101/EC in respect of the Kyoto Protocol project mechanisms.

"Early Termination Amount" shall mean the amount payable on the Early Termination Date under the ISDA Master Agreement and determined pursuant to the paragraph of the Confirmation entitled "Early Termination Amount"

"Early Termination Date" shall have the meaning ascribed to such term in the ISDA Master Agreement.

"EU Allowances" 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, including the Credit Support Annex, between the Chargor and the Secured Party which the Confirmation supplements, forms a part of and is subject to (or is deemed to supplement, form a part of and be subject to).

"Number of Transaction Allowances" means, in respect of a Trade Date specified in Annex A to the Confirmation, the Number of Transaction Allowances specified for such Trade Date in Annex A

"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

Short particulars of all the property mortgaged or charged

Continuation page (2)

Barclays Bank PLC, 01026167

"Transaction" means the cash settled EU Allowance linked swap transaction entered into between the Chargor and the Secured Party, pursuant to the Transaction Documents

"Transaction Allowances" means a number of EU Allowances equal to the sum of all of the Number of Transaction Allowances listed in Annex A to the Confirmation

"Transaction Documents" means

- (i) the Confirmation;
- (ii) the ISDA Master Agreement,
- (iii) the Deed of Charge; and
- (iv) the Custody Agreement

Unless a 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"**, the **"Custodian"** or any **"Party"** 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,
- (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);
- (v) a provision of law is a reference to that provision as amended and re-enacted.

Short particulars of all the property mortgaged or charged

Continuation page (3)

Barclays Bank PLC , 01026167

Additional Information

(1) Clause 4.1 (*Withdrawals*) of the Deed of Charge provides that no transfer or withdrawal of the Transaction Allowances from the Custody Account may be made by or on behalf of the Chargor under the Deed of Charge, at any time during the Security Period, except

- (1) with the prior written consent of the Secured Party,
- (11) on the earlier of (1) the Adjusted Fixed Amount B Payer Payment Date, and (11) the Adjusted Early Termination Payment Date, provided, however, that no notice has been given by the Secured Party to the Chargor that an Enforcement Event in respect of the Chargor (1) has occurred; or (11) would occur with the expiry of a grace period, the giving of notice, the making of any determination under the ISDA Master Agreement or any combination of the foregoing, and
- (111) the Chargor shall be entitled to, at any time, replace, the Transaction Allowances for EU Allowances relating to another Validity Period, provided that:
 - (a) no Enforcement Event has occurred; and
 - (b) the Chargor has, prior to the withdrawal of the Transaction Allowances, delivered an equal number of EU Allowances, for another Validity Period, to the Custody Account and notified the Custodian of such delivery (copying the Secured Party), and
- (iv) any cancellation of the EU Allowances comprising the Transaction Allowances in accordance with Article 13 of the Directive shall be deemed not to be a withdrawal of the Transaction Allowances to the extent that any replacement EU Allowances issued to replace such cancelled EU Allowances under Article 13 of the Directive are credited to the Custody Account.

For the avoidance of doubt any replacement allowances delivered to the Custody Account under sub-clauses (111) and (iv) above shall then be the Transaction Allowances for the purposes of the Transaction

"Adjusted Early Termination Payment Date" shall have the meaning ascribed to such term in the Confirmation

"Adjusted Fixed Amount B Payer Payment Date" shall have the meaning ascribed to such term in the Confirmation

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

Short particulars of all the property mortgaged or charged

Continuation page (4)

Barclays Bank PLC , 01026167

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

(11) a Bankruptcy Event of Default as described under Section 5(a)(vii) of the ISDA Master Agreement

"Second Validity Period" means the period referred to in Article 11(2) of the Directive beginning 1 January 2008 and ending 31 December 2012.

"Third Validity Period" means the period from 1 January 2013 to 31 December 2020.

"Validity Period" means the Second Validity Period or the Third Validity Period.

(2) Clause 4.2 (*Security*) of the Deed of Charge provides that, except for the Charges, and any Security arising under the Custody Agreement, or pursuant to the standard operating terms of an EU Allowance registry, the Chargor shall not during the Security Period create or permit to subsist any Security over any of the Charged Assets.

"Security Period" means the period beginning on the date of the Deed of Charge and ending on the date on which all the Liabilities have been irrevocably paid in full.

(3) Clause 4.3 (*Disposal*) of the Deed of Charge provides that the Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of any of the Charged Assets except as required by Clause 4.4 (*Further assurance*) and except as permitted under the Transaction Documents.

(4) The Chargor made the following representation 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 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 purchase or otherwise acquire any of the Charged Assets or any interest in the Charged Assets, and

(b) except for the Charges and any lien in favour of the Custodian in respect of the Custody Account, no Security exists on or over the Charged Assets

(5) Clause 18 (*Assignment*) of the Deed of Charge provides that the Secured Party may at any time assign or transfer all of its rights or obligations under the Deed of Charge without the prior consent from the

Short particulars of all the property mortgaged or charged

Continuation page (5)

Barclays Bank PLC , 01026167

Chargor, if such transfer or assignment is (i) made in connection with an assignment or transfer of the Transaction in accordance with the ISDA Master Agreement; and (ii) made to one of the following entities:

Pensionskassen for Sygeplejersker

Pensionskassen for Sundhedsfaglige

Pensionskassen for Lægesekretærer

Pensionskassen for Socialrådgivere og Socialpædagoger

PKA+Pension Forsikringsselskab A/S

The Chargor may not assign, transfer or have assumed any part of its rights or obligations under the Deed of Charge, without the Secured Party's consent



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. 176

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 3
DECEMBER 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 14 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2012

dc



Companies House



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