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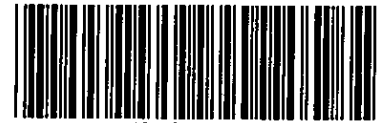
In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

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RCS 31/12/2012 #121

COMPANIES HOUSE

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LD8 20/12/2012 #242

COMPANIES HOUSE

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 re-
particulars of a charge for a S
company. To do this, please u
form MG01s

1

Company details

Company number 0 1 0 2 6 1 6 7

Company name in full Barclays Bank PLC

For official use

1 8 1

► **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 2 0 1 2 2 0 1 2

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

* Euroclear Security Agreement between Citibank, N A (**Security-taker**) and
Barclays Bank PLC (**Security-provider**) dated 20 December 2012 (the
Agreement).

4

Amount secured

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

Amount secured

All present and future moneys, debts and
liabilities due, owing or incurred by the
Security-provider to the Security-taker under the
ISDA Master Agreement, the Collateral Transfer
Agreement and the Agreement (the **Secured
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

Citibank, N A

Address

399 Park Avenue

New York, U S A.

Postcode

N Y 1 0 0 4 3

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

As security for the discharge and payment of all Secured Liabilities, the Security-provider, under the terms and conditions of the Agreement

(a) grants to the Security-taker a commercial pledge (gage/pand) over the Securities, in accordance with the Belgian law of 5 May 1872 on commercial pledges, the Belgian law of 15 December 2004 on financial collateral arrangements (the **Financial Collateral Law**) and the Belgian Royal Decree n° 62 of 10 November 1967 concerning the custody and clearing of fungible financial instruments (as coordinated) or, as the case may be, (i) the Belgian law of 2 January 1991 on the market of public debt securities and monetary policy instruments, (ii) the Belgian law of 22 July 1991 on deposit and treasury certificates or (iii) articles 460 and 468 to 475ter of the Belgian Companies Code, the Belgian law of 14 December 2005 on the abolition of bearer shares and the Royal Decree of 12 January 2006 on companies' dematerialised shares, and

(b) transfers title (transfer de propriete a titre de garantie / eigendomsverdracht ten titel van zekerheid) to the Cash to the Security-taker in accordance with the Financial Collateral Law

Please see the attached Continuation Pages for the remainder of the Short Particulars and the Definitions

MG01

Particulars of a mortgage or charge

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 <ul style="list-style-type: none"> - 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 1 X <i>Freshfields Bruckhaus Deringer LLP</i> X This form must be signed by a person with an interest in the registration of the charge	

6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Negative Pledge The Security-provider shall not create or permit to subsist any Charge over any of the Euroclear Collateral, except as expressly permitted by or pursuant to the Collateral Transfer Agreement, the relevant Euroclear Agreements and the Agreement</p> <p>Disposal The Security-provider shall not (nor shall it agree to) sell, lease, transfer or otherwise dispose of any of the Euroclear Collateral, except as expressly permitted by or pursuant to the Collateral Transfer Agreement and the Agreement.</p> <p>Further Assurance The Security-provider shall promptly do whatever the Security-taker requires (a) to perfect or protect the Security or the priority of the Security, or (b) to facilitate the enforcement of the Security or the exercise of any rights vested in the Security or any delegate and to carry out the provisions and purposes of the Agreement</p> <p>Continuing Security The Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part</p> <p>DEFINITIONS:</p> <p>Accounts means the Pledged Securities Account and the Cash Account</p> <p>Euroclear Agreements means the Euroclear Terms and Conditions agreed between the Security-provider and Euroclear and each of (i) the Euroclear Collateral Service Agreement and (ii) the Euroclear Single Pledgor Pledged Account Agreement entered into on or about the date of Collateral Transfer Agreement by the Security-provider (as "Collateral Giver" and "Pledgor"), the Security-taker (as "Collateral Taker" and "Pledgee") and Euroclear in connection with the Agreement.</p> <p>Cash means the cash standing from time to time to the credit of the Cash Account (espèces/contanten as defined in the Financial Collateral Law), as well as the Security-provider's rights, if any, in connection with that money.</p> <p>Cash Account means the Cash Account (as defined in the Operating Procedures of the Euroclear System) in the Euroclear System in the name of Euroclear, acting in its own name but for the account of the Security-taker associated with the Pledged Securities Account (including any sub-account of such cash account)</p>

MG01 - continuation page

Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Charge means a mortgage, charge, Security, lien (including privilège/voorrecht) or other security interest securing any obligation of any person, a mandate to create the same or any other right arising by operation of law, agreement, or arrangement having a similar effect</p> <p>Collateral Transfer Agreement means collateral transfer agreement between the Security-taker and the Security-provider dated 23 November 2012</p> <p>Euroclear means Euroclear Bank NV/SA</p> <p>Euroclear Collateral means the Securities, the Cash and the Euroclear Distributions that have not been transferred by the Security-taker to the Security-provider in accordance with the Collateral Transfer Agreement and all the right, title and interest of the Security-provider in and to the Securities, the Cash and such Euroclear Distributions</p> <p>Euroclear Distributions means all amounts received by Euroclear in respect of Euroclear Collateral, whether by way of interest, principal, premium, dividend, return of capital or otherwise, and whether in cash or in kind standing to the credit of the Accounts</p> <p>Euroclear System means the clearance and settlement system for internationally traded securities operated by Euroclear, including all services offered by Euroclear in respect of securities held or recorded in any account as set forth in the Terms and Conditions Governing Use of Euroclear or in the Operating Procedures of the Euroclear System.</p> <p>ISDA Master Agreement means 1992 ISDA Master Agreement between the Security-taker and the Security-provider dated 31 January 1997</p> <p>Pledged Securities Account means the Securities Clearance Account (as defined in the Operating Procedures of the Euroclear System) in the Euroclear System in the name of Euroclear, acting in its own name but for the account of the Security-taker, opened pursuant to the Single Pledgor Pledged Account Agreement between Euroclear, the Security-taker and the Security-provider.</p> <p>Securities means all securities standing from time to time to the credit of the Pledged Securities Account and all right, title and interest of the Security-provider and the Security-taker relating to or arising from such securities.</p> <p>Security means the first ranking Security (sûreté de premier rang/zekerheid in eerste rang) created by or pursuant to the Agreement</p>

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

Sebastian Reger

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



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

PROFORMA

Company Number 01026167
Company Name Barclays Bank PLC
Contact Name/ Organisation Freshfields Bruckhaus Deringer LLP (ref SSPR/SR)
Address 65 Fleet Street, London EC4Y 1HS

- The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☒

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☐

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01)

- **The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property Mortgaged or charged	<input type="checkbox"/>

- **The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

(Please give the instructions in the box below)

In the description, please amend the first word 'Eurolear' to read 'Euroclear'.



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. 181**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN EUROCLEAR SECURITY
AGREEMENT DATED 20 DECEMBER 2012 AND CREATED BY
BARCLAYS BANK PLC FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO CITIBANK, N.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 31 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 DECEMBER
2012

DX



Companies House

