

MR01

Particulars of a charge

Laserform

136570/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original



RCS 22/10/2015 #54
COMPANIES HOUSE
LD3 30/10/2015 #65
COMPANIES HOUSE
LD4 22/10/2015 #40
COMPANIES HOUSE

THURSDAY
F
TH

1 Company details

Company number 1 0 2 6 1 6 7

Company name in full Barclays Bank PLC

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 Charge creation date

Charge creation date 01/09/2010

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name BNP Paribas Securities Services (and its successors
in title and permitted transferees)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes☒ No**6 Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes**7 Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes☐ No**8 Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

☒ *Undateds LLP* ☒

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Micaela Wing

Company name Linklaters LLP

Address One Silk Street

Post town London

Country/Region

Postcode EC2Y 8HQ

Country United Kingdom

DX 10 CDE

Telephone +442074562000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1026167

Charge code. 0102 6167 0203

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2015 and created by BARCLAYS BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd October 2015.

Given at Companies House, Cardiff on 5th November 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

(1) BNP PARIBAS SECURITIES SERVICES

and

(3) BARCLAYS BANK PLC

DEED OF CHARGE

Certified as a true copy of the original

except for redactions made in accordance
with section 859G of the Companies Act 2006

Signed Linklaters LLP

Dated 22/10/2013

THIS DEED OF CHARGE is made on 19th day of October 2015

BETWEEN:

- (1) **BNP PARIBAS SECURITIES SERVICES**, a Societe en commandite par actions incorporated under the laws of France ("BNPPSS") and operating through its registered Hong Kong branch at 21-23/F PCCW Tower, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong, and
- (2) **BARCLAYS BANK PLC**, whose registered office is at One Churchill Place, London E14 5HP, United Kingdom ("Customer")

each a "Party", together, "Parties"

WHEREAS

- (1) The Customer, the Broker and BNPPSS have entered into the Clearing Agreement
- (2) The Customer and BNPPSS have entered into the Custody Agreement
- (3) As security for the due and proper performance of the discharge of Customer Obligations, the Customer wishes to grant certain security interests in favour of BNPPSS, on the terms of this Deed

1 Interpretation

- 1.1 In this Deed, including its recitals and schedules (as amended, modified, supplemented, replaced or otherwise altered from time to time, the "**Deed**"), unless the context otherwise requires the following words shall have the meanings set out below

"Broker"	Barclays Capital Asia Limited, a company incorporated in Hong Kong whose registered office is 41/F Cheung Kong Center, 2 Queen's Road Central, Central, Hong Kong,
"Business Day"	means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong,
"Cash Account"	means any "Cash Account" established pursuant to the Custody Agreement,

"CCASS"	means the Central Clearing and Settlement System of Hong Kong,
"CCASS Rules"	means the General Rules of CCASS,
"Clearing Agreement"	means the Agreement for Provision of Clearing Services entered into by BNPPSS, the Broker and the Customer on the date of this Deed (as amended, modified, supplemented, replaced or otherwise altered from time to time),
"Clearing Transaction"	shall have the meaning given to it in the Clearing Agreement
"Custody Agreement"	means the Agreement for Provision of Custody Services entered into by BNPPSS and the Customer on the date of this Deed (as amended, modified, supplemented, replaced or otherwise altered from time to time),
"Customer Account"	means a Cash Account or Securities Account, as the case may be, that is not a Customer Client Account,
"Customer Client Account"	means a Cash Account or a Securities Account held by BNPPSS in the name of the Customer but for the account of one or more of Customer's clients,
"Customer Obligations"	means all financial obligations and liabilities owing to BNPPSS by the Customer (including (by way of illustration) but not limited to the payment by the Customer of such Margin Collateral as is required pursuant to the Clearing Agreement) from time to time under the Custody Agreement and the Clearing Agreement,
"Customer Secured Assets"	means the Customer Account Secured Assets and all Related Rights
"Customer Account Secured Assets"	means all present and future rights, title and interests of any kind (whether personal or proprietary) which the Customer has or obtains in the securities, cash or other property standing to the credit of the Customer Accounts set out in Schedule 2 (but excluding (A) any Customer Client Account, (B) any Securities in any Securities Account which are not cleared by BNPPSS under the Clearing Agreement).
"Default"	means, (unless such payment has been disputed by the Broker or the Customer) a failure by the Customer to fulfil any material Customer Obligation after receiving a

	Default Notice and the time period specified in such Default Notice has expired For the purposes of this definition, a material Customer Obligation shall be deemed to be any Customer Obligation, excluding the payment of any Fee (as defined separately in each of the Clearing Agreement and the Custody Agreement) payable under the Clearing Agreement or Custody Agreement respectively and including, but not limited to, any failure by the Customer to pay any Margin Collateral (as defined under the Clearing Agreement) as is required by BNPPSS from time to time pursuant to the Clearing Agreement
"Default Notice"	means a written notice sent by BNPPSS to the Customer in the event that the Customer has failed to pay or perform any Customer Obligation when due and such notice shall specify a reasonable time period within which the Customer is required to remedy the failure to pay or perform Where the failure to pay or perform is shown by the Customer (upon the provision of reasonable evidence to BNPPSS) to have been due to an error or omission of an administrative or operational nature, then the time period for remedy of the failure to pay or perform shall be 48 hours from the time at which the payment or performance originally fell due,
"HKMA"	Means the Hong Kong Monetary Authority,
"Receiver"	shall have the meaning given to it in clause 2.7,
"Related Rights"	means, in relation to Customer Account Secured Assets <ul style="list-style-type: none"> (a) the proceeds of sale of any part of any Customer Account Secured Assets (unless withdrawn from the Cash Account), (b) all rights under any licence, agreement for sale or agreement for lease in respect of any Customer Account Secured Assets, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of any Customer Account Secured Assets, and (d) any monies and proceeds paid or payable in respect of any Customer Account Secured Assets (unless withdrawn from the Cash Account),
"Regulatory Authority"	means the HKMA and the SFC or any governmental, regulatory, supervisory or tax

	body or stock exchange with jurisdiction over the person concerned,
"Relevant Law"	as the context may require is a reference to the laws, rules, regulations, codes, guidance notes, policy issued by any Regulatory Authority, whether having the force of law or otherwise, applicable in Hong Kong, including CCASS Rules,
"Securities Account"	means a "Securities Account" established pursuant to the Custody Agreement,
"Security Interest"	means any mortgage, charge, pledge, lien, assignment by way of security, trust, proprietary interest, contractual arrangement which has the same commercial effect as the creation of security, right of set-off or other security interest of any kind, and
"SFC"	means the Securities and Futures Commission of Hong Kong

1 2 In this Deed unless the context requires otherwise

1 2 1 the contents and clause and schedule headings are inserted for convenience only and do not affect its interpretation,

1 2 2 a reference to a clause, sub-clause, recital or schedule is a reference to a clause, sub-clause or recital of, or schedule to, this Deed unless stated otherwise within such reference,

1 2 3 in the event of any inconsistency between the provisions of a schedule and the remainder of this Deed the latter shall prevail,

1 2 4 a reference to this Deed or another instrument includes any variation or replacement of either of them,

1 2 5 a reference to a statute or statutory provision includes a reference

(i) to that statute or provision as from time to time consolidated, modified, re-enacted or replaced by any statute or statutory provision,

(ii) to any repealed statute or statutory provision which it re-enacts (with or without modification), and

- (iii) to any subordinate legislation made under it,
- 1 2 6 words in the singular include the plural and vice versa,
- 1 2 7 a reference to a person includes a reference to a firm, a body corporate, an unincorporated association or authority,
- 1 2 8 if a period of time is specified and dates from a given day or the date of an act or event, it is to be calculated exclusive of that day Where no specific period of time is designated for the carrying out of an obligation by a Party within this Deed then that Party shall endeavour to fulfil such obligation within a reasonable period of time,
- 1 2 9 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms,
- 1 2 10 reference to any Hong Kong legal term for any action, remedy, methods or judicial proceedings, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the Hong Kong legal term,
- 1 2 11 a reference to writing includes faxes and any other method of reproducing words in a legible and non-transitory form but does not include e-mail

2 Security Interest

- 2 1 As continuing security for the proper payment or discharge of the Customer Obligations, the Customer hereby grants a security interest in the form of a charge to BNPPSS over all rights the Customer has or may have now or in the future in respect of the Customer Secured Assets
- 2 2 Subject to the Relevant Law, upon termination of the Clearing Agreement and the full discharge of the Customer Obligations, BNPPSS shall, at the request of the Customer, take whatever action that is necessary to release the Customer Secured Assets
- 2 3 To secure repayment of the Customer Obligations (whether actual or contingent), BNPPSS shall, in addition to any other rights to which BNPPSS may be entitled under this Deed, the Custody Agreement and the Clearing Agreement, have a right to withhold redelivery to, or to the order of, the Customer, respectively, the

Customer Secured Assets, including without limitation a continuing lien and general right of retention in respect of the Customer Secured Assets

- 24 Without limiting the foregoing Security Interests, where BNPPSS incurs obligations in respect of particular securities which have been purchased in respect of a particular Clearing Transaction or particular Clearing Transactions contemplated herein, BNPPSS shall (subject to the terms of the No Lien Letter as defined in the Custody Agreement) have a specific lien over those particular securities until discharge of those obligations
- 25 The Customer shall not create or permit to exist any fixed or floating charge over, or in relation to, any Customer Secured Assets, other than the Security Interest created under this Deed, the Custody Agreement and the Clearing Agreement
- 26 Subject to clause 25, until a Default has occurred the Customer shall have the right to freely use the Customer Secured Assets in the ordinary course of business
- 27 At any time, subject to clause 2.20
- 27.1 after a Default occurs and prior to the effective designation of a Termination Date under the Clearing Agreement, or
- 27.2 after the effective designation of a Termination Date and a Balance (as defined in the Clearing Agreement) has been determined in respect of such Termination Date,

BNPPSS may, without demand, legal process, prior authorisation from any court or any other action with respect to the Customer, enforce the Security Interest created by this Deed by

- (i) first, applying any cash (in any currency) forming part of the Customer Secured Assets, in or towards payment or discharge of any Customer Obligations, which have not been paid in full to BNPPSS, and
- (ii) thereafter
- (A) appointing a receiver (a **"Receiver"**) over the Customer Secured Assets (and may from time to time fix his remuneration (which shall be of such reasonable amount as may be agreed from time to time between BNPPSS and such Receiver)),
- (B) going into possession of, receiving the benefit of or selling the Customer Secured Assets, exercising a right of set-off or in any other way it may decide, and/or

(C) taking any other action it may reasonably decide in any jurisdiction other than Hong Kong

2 8 At any time after a Default occurs, BNPPSS and any Receiver will have the right to exercise the powers set out in Schedule 1 in relation to the Customer Secured Assets. The rights of BNPPSS and any Receiver under this clause 2 shall be without prejudice to any rights or remedies available to BNPPSS and any Receiver under any Relevant Law.

2 9 A Receiver may only be appointed in writing. BNPPSS may remove or replace any Receiver with prior written notice to the Customer (to the extent that BNPPSS is reasonably able to provide such prior notice) as soon as reasonably practicable. A Receiver so appointed shall be the agent of the Customer, and the Customer shall be solely responsible for his remuneration.

2 10 The Customer shall, at its own expense, promptly do all such acts and execute all such documents as BNPPSS may reasonably require (and in such form as BNPPSS may reasonably require in favour of BNPPSS or its nominee(s)) for

2 10 1 creating, perfecting (including by control) or protecting any Security Interest created or intended to be created in respect of the Customer Secured Assets, by or pursuant to this Deed or the priority of any Security Interest created or intended to be created in respect of the Customer Secured Assets, by or pursuant to this Deed,

2 10 2 at any time after a Default occurs, facilitating the realisation of the Customer Secured Assets, and this includes, without limitation

(a) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance in respect of any Customer Secured Assets, whether to BNPPSS or its nominee (in such form reasonably satisfactory to BNPPSS); or

(b) the giving of any notice, order or direction and the making of any filing or registration

2 11 None of BNPPSS or a Receiver or any of their directors, employees or agents will be liable or responsible to the Customer for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Customer Secured Assets, except to the extent caused by its own negligence, wilful misconduct or fraud.

- 2 12 The Security Interest created by this Deed in respect of the Customer Secured Assets will continue until all Customer Obligations have been unconditionally and irrevocably paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part and notwithstanding any other provisions of Custody Agreement and the Clearing Agreement. If any payment by the Customer or any release given by BNPPSS (whether in respect of the Customer Obligations, any security for them or otherwise, as applicable) is avoided or reduced as a result of insolvency or any similar event
- 2 12 1 the liability of the Customer, as applicable, under this Deed will continue as if the payment, release, avoidance or reduction had not occurred, and
- 2 12 2 BNPPSS shall be entitled to recover the value or amount of that security or payment from the Customer, as applicable as if the payment, release, avoidance or reduction had not occurred
- 2 13 After a Default occurs, BNPPSS may (without prejudice to any other right or remedy available to it pursuant to the Custody Agreement, the Clearing Agreement or otherwise) take such action in relation to any Clearing Transaction as BNPPSS may, in its discretion, consider necessary, desirable or expedient to comply with or perform, cancel or satisfy any such Clearing Transaction or to protect the position of BNPPSS
- 2 14 Following a Default, the Customer, by way of security, hereby irrevocably appoints BNPPSS to be its attorney and in its name and on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, mortgages and things as may be, or as BNPPSS may reasonably consider to be, requisite to discharge obligations imposed on the Customer under this Deed or for enabling BNPPSS to exercise any right, power or discretion under or pursuant to this Deed (including without limitation its power of sale or other disposal or conversion) or for carrying into effect any sale or other disposal or conversion made under any such power, or for exercising any right, power or discretion under or pursuant to this Deed from time to time attaching to any part of the Customer Secured Assets. The Customer hereby undertakes to ratify and confirm all things done and documents executed by BNPPSS in the exercise or purported exercise of the power of attorney conferred by this clause 2 14
- 2 15 The Customer shall deliver or procure to be delivered to the registrar of companies established in the jurisdiction within which the Customer is incorporated ("**Customer Jurisdiction**") (and subject to the laws of the Customer Jurisdiction concerning the registration of charges) this Deed and the prescribed particulars thereof as soon as reasonably practicable and in any event within the time period for the registration of charges required under the laws of the Customer Jurisdiction and the Customer shall, promptly on the issue thereof, deliver or procure to be delivered to BNPPSS the certificate of registration issued by the registrar of companies pursuant to such delivery

- 2 16 The Customer covenants with BNPPSS, promptly on demand, to pay all reasonable costs and expenses incurred after a Default occurs by BNPPSS or by any Receiver appointed under this Deed in this exercise or purported exercise of any powers, rights or remedies conferred by this Deed or which BNPPSS or such Receiver shall reasonably incur after a Default occurs in or about the preservation or attempted preservation of this Security Interest or the preservation, recovery or realisation or attempted preservation, recovery or realisation of all or any part of the Customer Secured Assets
- 2 17 None of the provisions contained in this Deed shall prejudice or adversely affect any general or special lien (including any right of sale) or right to set-off to which BNPPSS is or may by Relevant Law or otherwise be entitled to with respect to the Customer Secured Assets
- 2 18 The rights and powers of BNPPSS under this Deed are cumulative and not exclusive of any right or power provided under law
- 2 19 BNPPSS agrees that it will at all times act reasonably and in good faith in exercising or purporting to exercise any power, discretion or authority under this Deed.
- 2 20 In the event that BNPPSS exercises any right under this Deed, including but not limited to a right of sale of the Customer Secured Assets, it shall do so in accordance with Relevant Law, and BNPPSS must only sell such part of the Customer Secured Assets at the current market value of which is necessary to discharge an amount (the "**Sale Amount**") equal to (i) the then outstanding Customer Obligations as of the date of sale, less (ii) any amounts due and payable to the Customer from BNPPSS as of the date of sale BNPPSS shall endeavour to give notice of such sale to the Customer, where possible, prior to such sale or if prior notice is not possible, as soon as reasonably practicable thereafter If the amount received by BNPPSS from the sale of any relevant Customer Secured Assets exceeds the Sale Amount, such excess shall be paid to the Customer
- 2 21 BNPPSS, but not the Customer, may assign or transfer all or any of the rights, interests or obligations under this Deed to the extent only to the permitted assignee of its rights and obligations under the Custody Agreement and the Clearing Agreement

3 Representations, warranties and undertakings

- 3 1 The Customer represents, warrants and undertakes to BNPPSS on the date of this Deed as a continuing representation, warranty and undertaking until termination of this Deed, and which shall be deemed to be repeated on each occasion an Authorised Instruction (as defined in the Custody Agreement and the Clearing

Agreement) is given to BNPPSS and on each occasion a Clearing Transaction is cleared by BNPPSS under the Clearing Agreement, that

3 1 1 it is duly incorporated, established or constituted (as the case may be) and validly existing under the laws of its country of incorporation, establishment or constitution (as the case may be),

3 1 2 this Deed has been duly authorised, executed and delivered on its behalf and constitutes its legal, valid and binding obligations enforceable in accordance with its terms,

3 1 3 all necessary authorisations (including any regulatory or governmental consents or approvals) to enable or entitle it to enter into and perform its obligations under this Deed and to carry on its business have been obtained and are in full force and effect and will remain in such force and effect at all times during the term of this Deed, and

3 1 4 the signing, delivery or performance of this Deed and the giving of instructions pursuant to this Deed do not and will not contravene or violate

- (a) any Relevant Law applicable to it,
- (b) the rights of any third parties in respect of it, or
- (c) any agreement to which it is a party

4 Notices

4 1 A notice, approval, consent or other communication in connection with this Deed must be

4 1 1 in writing or capable of being printed, and

4 1 2 left at the address of the addressee, or sent by prepaid recorded delivery post to the address of the addressee or sent by fax to the fax number of the addressee, which in each case is specified in the Service Level Description (as defined in the Custody Agreement and the Clearing Agreement) or if the addressee has notified another address or fax number, then to that address or fax number

4 2 A letter or fax is taken to be received

- 4 2 1 in the case of courier or recorded delivery, on the third (3rd) Business Day after posting, and
- 4 2 2 in the case of a fax, on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the fax number of the recipient notified for the purpose of this clause 4

5 No waiver

No failure, omission or delay by BNPPSS in exercising, and no partial or attempted exercise of, any right or power conferred on it under this Deed shall impair, or be construed as a waiver of, such right or power and no waiver by the Bank of any default or breach by the Customer in the performance of any obligations under this Deed shall prejudice the rights of BNPPSS in respect of any subsequent default or breach (whether or not of a different nature from the previous default or breach)

6 Severability

Each provision of this Deed is severable and distinct from the others. If a provision of this Deed is, or becomes, to any extent illegal, invalid or unenforceable, it shall to that extent be deemed not to form part of this Deed but that will not affect the legality, validity or enforceability of any other provision of this Deed, which shall continue in force and effect provided that the operation of this clause 6 would not negate the commercial intent and purposes of the Parties under this Deed

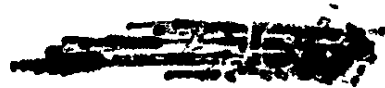
7 Deed to bind successors

This Deed shall not be discharged, released or otherwise affected by the insolvency or liquidation of the Customer but will bind the successors of the Customer and shall remain valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in the constitution of the corporation by which the business of BNPPSS may from time to time be carried on and shall be available to the corporation carrying on that business for the time being

8 Governing law and jurisdiction

- 8 1 This Deed and any non-contractual obligations arising out of it shall be governed by and construed in accordance with Hong Kong law and each of the Parties irrevocably agrees that the courts of Hong Kong are to have exclusive jurisdiction to determine any disputes which may arise out of or in connection with this Deed and any non-contractual obligations arising out of or in connection with this Deed and that accordingly any proceedings may be brought in such courts



- 8 2 The Customer irrevocably appoints **Barclays Bank PLC Hong Kong branch of 2 Queen's Road Central, 41/F Cheung Kong Center, Hong Kong, Fax. 2903 2935** as its agent to receive on its behalf in Hong Kong service of any proceedings under clause 8 1 Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Customer) and shall be valid until such time as BNPPSS has received prior written notice from the Customer that such agent has ceased to act as agent If for any reason such agent ceases to be able to act as agent or no longer has an address in Hong Kong, the Customer shall forthwith appoint a substitute acceptable to BNPPSS, and deliver to BNPPSS the new agent's name, address and fax number within Hong Kong
- 8 3 Each Party irrevocably consents to any process in any legal action or under clause 8 1 being served on it in accordance with the provisions of this Deed relating to service of notices Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law



IN WITNESS WHEREOF this Deed has been executed as a deed and delivered on the day and year first before written

For and on behalf of)
BNP PARIBAS SECURITIES)
SERVICES, operating through its Hong Kong Branch)
in the presence of)

Witness

For and on behalf of)
BARCLAYS BANK PLC) **BRUCE PERRY** 
)
in the presence of **JAMES CHARTER**

Witness 

IN WITNESS WHEREOF this Deed has been executed as a deed and delivered on the day and year first before written

For and on behalf of)
BNP PARIBAS SECURITIES)
SERVICES, operating through its Hong Kong Branch)

in the presence of)

Witness

Karen Lam

James O'SULLIVAN

Hugues WILLIAMSON

For and on behalf of)
BARCLAYS BANK PLC)

in the presence of)

Witness

SCHEDULE 1

Powers of BNPPSS and Receiver

At any time after a Default occurs in respect of the Customer, BNPPSS and any Receiver will have the following powers in relation to the Customer Secured Assets

- 1) to take possession of, collect and get in all or any of the Customer Secured Assets and to take, defend or abandon any proceedings in respect of the Customer Secured Assets in the name of the Customer or otherwise as may seem expedient,
- 2) to sell by public auction or private contract or otherwise dispose of or deal with all or any of the Customer Secured Assets, in such manner, for such consideration and generally on such terms and conditions as he may think fit, with full power to convey or otherwise transfer such Customer Secured Assets, in the name of Customer or other estate owner, as applicable Any such consideration may be cash, debentures or other obligations, shares, stock or other consideration and may be payable immediately or by instalments spread over such period or periods as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment and discharge of the Customer Obligations, as applicable,
- 3) to make any arrangement, settlement or compromise or enter into, vary, perform, repudiate, rescind or cancel, abandon or disregard any contracts relating to the Customer Secured Assets, which he shall think expedient in the interests of BNPPSS,
- 4) to sign any document, execute any deed and do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers in this Schedule or to the realisation of this security and to use the name of the Customer for all the above purposes,
- 5) to raise or borrow money on the security of any Customer Secured Asset, in such manner as BNPPSS thinks fit in its absolute discretion,
- 6) to redeem, discharge and/or compromise any security, whether or not having priority, over any Customer Secured Asset,
- 7) to exchange any Customer Secured Asset, or give receipts in respect of any Customer Secured Assets,
- 8) to execute any assurance or thing which may be proper or desirable for realising the Customer Secured

Assets,

- 9) delegate its rights and powers under this Deed,
- 10) pay all calls and make all other payments when due in respect of any shares or equity interests constituting any Customer Secured Assets,
- 11) exercise all rights of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement in respect of any Customer Secured Assets,
- 12) to appoint, dismiss, employ and remunerate any person for any of the above purposes and/or to guard or protect the Customer Secured Assets, for such period as he may determine and to dismiss the same,
- 13) to promote the formation of companies with a view to the same purchasing all or any of the Customer Secured Assets, or otherwise,
- 14) generally on behalf and at the cost of the Customer (notwithstanding liquidation of the Customer, or any event analogous thereto) to do or omit to do anything which the Customer could do or omit to do in relation to all or any part of the Customer Secured Assets as if he were the absolute beneficial owner of that Customer Secured Asset

SCHEDULE 2

Customer Accounts forming part of the Customer Secured Assets

Securities / Cash Account	Account Number	Account Name
Cash	[REDACTED]	BBPLC Firm FI HKD Account
Cash	[REDACTED]	BBPLC Firm FI CNH Account
Cash	[REDACTED]	BBPLC Firm A/C BES HKD
Cash	[REDACTED]	BBPLC Firm Equities HKD Account
Cash	[REDACTED]	BBPLC Firm Equities CNH Account
Cash	[REDACTED]	BBPLC Firm Prime USD Account
Cash	[REDACTED]	BBPLC Firm Prime CNH Account
Cash	[REDACTED]	BBPLC Firm Prime EUR Account
Cash	[REDACTED]	BBPLC Firm MPMG HKD The Omara (Hong Kong)
Cash	[REDACTED]	BBPLC Firm MPMG USD The Omara (Hong Kong)
Cash	[REDACTED]	BBPLC Firm MPMG EUR The Omara (Hong Kong)
Securities	[REDACTED]	BBPLC Firm FI London Custody Clearance Account
Securities	[REDACTED]	BBPLC Firm FI Ac
Securities	[REDACTED]	BBPLC Firm Re Equities