

# MG04

Statement that part [or the whole] of the property  
charged (a) has been released from the charge;  
(b) no longer forms part of the company's property



☒ **What this form is for**  
You may use this form to  
register a statement that part  
or the whole of the property  
has a) been released from  
the charge or b) ceased to  
form part of the property

☒ **What this form is NOT for**  
You cannot use this form to  
register a statement that  
the whole of the property  
has been released from the  
charge or b) no longer forms  
part of the company's property  
To do this, please use

For further information, please



A03 19/05/2012 #113  
COMPANIES HOUSE

## 1 Company details

Company number 0 1 9 2 9 3 3 3

Company name in full Barclays Capital Securities Limited (the "Client")

For official use  
☒ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

## 2 Creation of charge

Date charge created d 2 d 0 m 0 m 4 y 2 y 0 y 1 y 1

Description ① A security agreement, supplemented by an EMEA annex, each  
dated 20 April 2011 (the "Security Agreement")

Date of registration ② d 2 d 6 m 0 m 4 y 2 y 0 y 1 y 1

- ① You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'
- ② The date of registration may be  
confirmed from the certificate

## 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders

Name Citibank N A , London Branch (the "Custodian")

Address Canada Square

London

Postcode E 1 4 5 L B

Name Citibank International PLC (the "Clearing Member")

Address Canada Square

London

Postcode E 1 4 5 L B

Name

Address

Postcode

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

## MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

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### Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

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

Short particulars

See Part I of the attached continuation pages for definitions relating to the particulars of the property which has been released from the charge

See Part II of the attached continuation pages for the particulars of the property which has been released from the charge

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### Property released or ceased to belong to the company

I confirm that with respect to the charge described above that ①

- ☐ part of the property  
☒ the whole of the property

has ①

- ☒ been released from the charge  
☐ ceased to form part of the company's property or undertaking  
☐ been released from the charge and ceased to form part of the company's property

① Please tick one box only

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### Signature

Please sign the form here

Signature

Signature

X

*Hogan Howell International LLP*

X

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

## MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



### 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 Andrew Taylor (F3/AMT/2595938)

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode 

E	C	1	A		2	F	G
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Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



### 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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ You have signed the form



### Important information

Please note that all information on this form will appear on the public record.



### 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)

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### Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

#### Part I – Definitions

**"Accounts"** means each of the Client Accounts and the Client's Parents Accounts

**"Automatic Early Termination Event"** has the meaning specified in 11.2 of the Services Agreement

**"Client Accounts"** means each of the Client Cash Accounts and the Client Clearing Accounts

**"Client Cash Accounts"** means each of the Client's cash accounts as the terms "Cash Accounts" is defined in the Existing P&A ETSA by reference to the Master Clearing Agreement

**"Client Clearing Accounts"** means each of the Client's clearing accounts as the terms "Cash Accounts" is defined in the Existing P&A ETSA by reference to the Master Clearing Agreement

**"Client's Parent"** means Barclays Bank PLC

**"Client's Parent Accounts"** means each of the Client's Parent Clearing Accounts and the Relevant Cash Accounts

**"Client's Parent Clearing Accounts"** has the meaning attributed to the term Clearing Accounts in the Existing Dispirin ETSA

**"Existing Dispirin ETSA"** means the Electronic Trading Servicing Agreement entered into by Citibank NA, the Client's Parent and various customers on 20 June 2002

**"Existing P&A ETSA"** means the Electronic Trading Servicing Agreement entered into by Citibank NA, the Client's Parent and the Client on 21 November 2001

**"Master Clearing Agreement"** means the master clearing agreement dated 23 March 2000 between the Client and the Custodian

**"Relevant Cash Accounts"** means in relation to the Existing Dispirin ETSA, the "Cash Accounts" as defined therein which are designated for the Relevant Customer

**"Relevant Customer"** means the Client in its capacity as customer of the Client's Parent pursuant to the Existing Dispirin ETSA

**"Secured Assets"** means all of the assets secured by the Client and the Client's Parent in favour of the Custodian and the Clearing Member in accordance with the terms of the Security Agreement, namely the Secured P&A Assets and the Secured Dispirin Assets insofar as referable to the Relevant Customer, together with all dividends, interest and other monies at any time payable in respect thereof (but excluding, before an Event of Default or Automatic Early Termination Event, any such money credited to a cash account provided by the Custodian) and all other rights, benefits and proceeds derived therefrom

**"Secured Dispirin Assets"** has the meaning ascribed to the term "Secured Assets" in clause

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Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

### 4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

7 2 of the Existing Disipirn ETSA

**"Secured P&A Assets"** has the meaning ascribed to the term "Secured Assets" in clause 7 2 of the Existing P&A ETSA

**"Secured Parties"** means the Custodian and the Clearing Member

**"Securities"** means any financial asset including (i) an obligation of an issuer or any person or a share, participation or other 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 for the Client or a Customer

**"System"** means the trading platform, exchange, clearing house, central securities depository or settlement system on through which Transactions are effected, settled or cleared

**"Transaction"** means, with respect to a Customer, any transaction in Securities which are to be settled by the Custodian to the extent that such transaction is entered into on or to be settled through a System, whether directly by such a Customer or on its behalf

### Part II – Particulars of Property Charged

#### 1 Security Interest and Ownership of Purchased Assets

1 1 As continuing security for the Secured Obligations, the Client had agreed to charge by way of a floating charge to the Custodian and the Clearing Member the Secured P&A Assets owned by it and Secured Disipirn Assets owned by it as the Relevant Customer

1 2 Each of the Custodian and the Clearing Member had accepted such security interest

1 3 The Security Agreement contains covenants for further assurance at sub-clause 2 6

#### 2 Local Security

2 1 The following are provisions required to create the security interest referred to in paragraph 1 above in certain markets

2 2 **Germany:** the following sections only apply only to Accounts opened and maintained in Germany

(a) The Client agreed to pledge to the Secured Parties (i) the present and future credit balance of each of its present and future Client Cash Accounts, the Relevant Cash Accounts and all interest payable thereon, together with all ancillary rights associated with them, (ii) 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

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

Please give the short particulars of the property mortgaged or charged

Short particulars

to the securities custody Accounts presently and in the future to secure the Secured Obligations, and (iii) all rights the Client has or may have now or in the future against a Secured Party in respect of the Transactions

- (b) The Client pledged 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 Client's securities custody Accounts
- (c) The Secured Parties accepted the pledges created in sub-paragraphs 2 2(a) to (b) above

2 3 **Italy:** the following applies only to Accounts opened and maintained in Italy

- (a) The Client has agreed to create the following charges in favour of the Secured Parties as security for the payment and discharge of all of the Secured Obligations
  - (i) 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**"),
  - (ii) 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, Article 35 of the Bank of Italy - Consob Joint Regulation on central depository systems dated 22 February 2008 and the relevant provisions of Decree 170 including Article 4 of Decree 170, and
  - (iii) a security interest (pledge and/or assignment as the case may be) over each and all Secured Assets, save for the ones to be pledged or charged under (i) and (ii) respectively
- (b) The Annex contains covenants for further assurance at section 2 2 4