

MG01

Particulars of a mortgage or charge



032991/13

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 company. To do this, please use form MG01s

MONDAY



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L1BC0QLC

18/06/2012

#53

COMPANIES HOUSE

1 Company details

Company number 01929333

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

☒ **Filing 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 d1 d4 m0 m6 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

Security Agreement given by Debtor in favour of the Bank (as defined in Section 5) (the "Security Agreement")

4 Amount secured

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

Amount secured

All present or future obligations or liabilities of any and all kinds of the Debtor to it, whether due or to become due, secured or unsecured, absolute or contingent, and howsoever or whensoever acquired by the Bank, including interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganisation proceeding of the Debtor (whether or not such interest is an allowable claim in any proceeding and irrespective of the discharge or release of the Debtor in such proceeding) (all of which are collectively referred to as "Obligations")

Continuation page

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


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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		
Name	The Bank of New York Mellon (the "Bank")		Continuation page Please use a continuation page if you need to enter more details.
Address	One Canada Square London		
Postcode	E 1 4 5 A L		
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>1 Particulars Under the Security Agreement, a security interest in and a lien upon <u>all property specified in Schedule A hereto</u>, and also <u>including all interest, dividends and other distributions thereon paid and payable in cash or in property</u>, and all replacements and substitutions for, and all accessions and additions to, and all products and proceeds of, all of the foregoing (all of which are referred to as the "Collateral")</p> <p>2 Schedule A Collateral for the purposes of the Security Agreement shall consist of The Account and any and all Securities and other property held in the Account, but excluding any Securities and other property held in a Segregated Account, as such terms are defined in the Securities Clearing Agreement between the Debtor and the Bank (as amended or supplemented from time to time), and any cash balances held in any cash account maintained by the Bank in connection therewith</p> <p>The Proprietary Account and any and all Securities and other property held in such Proprietary Account, as these terms are defined in the Global Clearing and Custody Agreement between the Debtor and the Bank (as amended or supplemented from time to time, (the "GCCA"), and any cash balances held in any cash account maintained by the Bank in connection therewith, but subject to such limitations as may be set forth in the GCCA</p> <p>Each Client Account and any and all Securities and other property held in such Client Account, as these terms are defined in the GCCA, and any cash balances held in any cash account maintained by the Bank in connection therewith, but only to secure Obligations arising out of an advance of funds by Bank to purchase, or to make payment on or against delivery of Securities in the relevant Client Account For the avoidance of doubt, in no event shall Obligations arising out of or in connection with the Proprietary Account be secured by any Client Account or any and all Securities and other property held in such Client Account</p>		

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <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, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 **Victoria Irwin**

Company name **The Bank of York Mellon**

Address **One Canada Square**

Post town **London**

County/Region

Postcode **E 1 4 5 A L**

Country

DX

Telephone



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

LL MG01 - continuation page

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>3 Definitions - with regard to the defined terms used in Schedule A</p> <p>(a) The following terms are as defined under the Securities Clearing Agreement -</p> <p>"Account" shall mean, collectively, the securities account(s) established and maintained in the name of the Customer from time to time for the purposes of clearing and settling transactions involving Securities and facilitating other transfers of Securities, and all subaccounts, internal accounts and cash accounts established and maintained by Bank and by any of its domestic and foreign branches in connection therewith. For the avoidance of doubt, the Account shall not include any Segregated Account</p> <p>"Book-Entry System" means the Federal Reserve/Treasure Book-Entry System for receiving and delivering securities maintained therein, and its successors and nominees</p> <p>"Customer" means Barclays Capital Securities Limited</p> <p>"Depository" means any clearing agency or securities depository in the United States (including, but not limited to The Depository Trust Company and Fixed Income Clearing Corporation) registered with the Securities and Exchange Commission or otherwise authorized pursuant to applicable law to act as a securities depository or clearing agency, and its successors and and nominees</p> <p>"Securities" mean FRB Securities (meaning Securities maintained in the Book-Entry System), Depository Securities (meaning Securities other than FRB Securities which are cleared through or held by a Depository) and Definitive Securities (meaning Securities sold in the United States which are evidenced by physical certificates and whose transfer is effected by "street" delivery)</p> <p>"Segregated Account" means an account or subaccount established and maintained by Bank in the name of Customer pursuant to the agreement and designated as "segregated"</p> <p>(b) The following terms are as defined in the GCCA -</p> <p>"Accounts" shall mean, collectively the Proprietary Account and the Client Account</p> <p>"Client" shall mean a customer of Chorgor</p> <p>"Client Account" shall mean, collectively, the account(s) in which Client Assets are held under the GCCA</p> <p>"Client Assets" shall mean Securities and cash legally or beneficially owned by Clients</p> <p>"Proprietary Account" shall mean, collectively the account(s) in which Proprietary Assets are held under the GCCA</p> <p>"Proprietary Assets" shall mean Securities and cash that are not Client Assets</p> <p>"Securities" shall include, without limitation, any common stock and other equity securities, bonds, debentures and other debt securities, notes, mortgages or other obligations, and any instruments representing rights to review, purchase, or subscribe for the same, or representing any other rights or interests therein (whether represented by a certificate or held in a Depository, with a Subcustodian or on the books of the issues)</p>	



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1929333

CHARGE NO. 19

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 14
JUNE 2012 AND CREATED BY BARCLAYS CAPITAL
SECURITIES LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE BANK OF NEW
YORK MELLON ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 18 JUNE 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JUNE 2012



Companies House
— for the record —



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