

MG01

Particulars of a mortgage or charge



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LASERFORM

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

You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s

TUESDAY



A27 *AKEOLTMW* 129
26/04/2011
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**)

1 4

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

Date of creation of charge

Date of creation

2 0 4 2 0 1 1

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

A security agreement, supplemented by an EMEA annex to the security
agreement (the **Annex**), each dated 20 April 2011 between the Client (as
defined above), the Custodian, the Clearing Member and the Client's
Parent (each, as defined below) (the **Security Agreement**)

4

Amount secured

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

Amount secured

The obligations of the Client (x) under clause 6 of
the Security Agreement to indemnify the Custodian
and the Clearing Member in respect of any payment
obligation, reimbursement obligation, delivery
obligation or margin obligation arising under any
Transaction (as defined below) entered into by or
on behalf of a Customer (as defined below) pursuant
to the Services Agreement (as defined below), or
(y) otherwise owed by the Client to the Custodian
or the Clearing Member under the Services Agreement
or the Security Agreement, and (in either case)
whether or not matured, liquidated or contingent
(the **Secured 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

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

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

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

Please see attached continuation sheets

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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

- 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 Nil

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

Signature

X

J Allen & Overy LLP

X

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

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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 LIFT/RJV 0035448-0004187 BK 16483506

Company name

Allen & Overy LLP

Address

One Bishops Square

Post town

London

County/Region

Postcode

E

1

6

A

D

Country

DX

London 73

Telephone

020 3088 4216



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

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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

1 SECURITY INTEREST AND OWNERSHIP OF PURCHASED SECURITIES

1 1 As continuing security for the Secured Obligations, the Client has 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 Disprin Assets owned by it as the Relevant Customer

1 2 Each of the Custodian and the Clearing Member has 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 to Accounts opened and maintained in Germany

(a) The Client has 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 and claims associated with them, (ii) Securities and equivalent values (*Wertpapier 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 to the Client Clearing Accounts or the Client's Parent Clearing 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 has agreed to pledge all rights and claims, including but not limited to its right to demand delivery and possession (*Lieferungs- und Herausgabeanspruche*), in connection with and relating to any Securities which are credited to the Client Clearing Accounts or the Client's Parent Clearing Accounts

(c) The Secured Parties have accepted the pledges created in sub-paragraphs 2 2(a) and 2 2(b) above

2 3 **Italy** The following sections only apply to Accounts opened and maintained in Italy

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Short particulars

- (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 depositary 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) above respectively
- (b) The Annex contains covenants for further assurance at section 2 2 4

3 IN THIS FORM MG01

Accounts means each of the Client Accounts and the Client's Parent Accounts

Automatic Early Termination Event has the meaning specified in clause 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 term "Clearing Accounts" is defined in the Existing P&A ETSA by reference to the Master Clearing Agreement

Client's Parent means Barclays Bank plc

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Client's Parent Accounts means each of the Client's Parent Clearing Accounts and the Relevant Cash Accounts</p> <p>Client's Parent Clearing Accounts has the meaning attributed to the term "Clearing Accounts" in the Existing Disprin ETSA</p> <p>Customer means each underlying customer of the Client as identified as such in Part II of the Master Annex to the Services Agreement</p> <p>Event of Default has the meaning specified in clause 11.1 of the Services Agreement</p> <p>Existing Disprin ETSA means the Electronic Trading Servicing Agreement entered into by Citibank, N A , the Client's Parent and various customers on 20 June 2002</p> <p>Existing P&A ETSA means the Electronic Trading Servicing Agreement entered into by Citibank N A and the Client on 21 November 2001</p> <p>Master Clearing Agreement means the master clearing agreement dated 23 March 2000 between the Client and the Custodian</p> <p>Relevant Cash Accounts means, in relation the Existing Disprin ETSA, the "Cash Accounts" as defined therein which are designated for the Relevant Customer</p> <p>Relevant Customer means the Client in its capacity as customer of the Client's Parent pursuant to the Existing Disprin ETSA</p> <p>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 Disprin 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 monies credited to a cash account provided by the Custodian) and all other rights, benefits and proceeds derived therefrom</p> <p>Secured Disprin Assets has the meaning attributed to the term "Secured Assets" in clause 7.2 of the Existing Disprin ETSA</p> <p>Secured P&A Assets has the meaning attributed to the term "Secured Assets" in clause 7.1 of the Existing P&A ETSA</p> <p>Secured Parties means the Custodian and the Clearing Member</p>	

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Short particulars

Securities means any financial asset including (i) an obligation of an issuer or any person or a share, 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 recognized 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

Services Agreement means the services agreement dated on or about the date of the Security Agreement, between the Client, the Custodian and the Clearing Member, pursuant to which the Custodian and the Clearing Member provide certain clearing and settlement services to the Client and its Customers in respect of Transactions entered into by or on behalf of its Customers, being persons specified in Part II of the Master Annex to the Services Agreement

System means the trading platform, exchange, clearing house, central securities depository or settlement system on or 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