



Registration of a Charge

Company name: **BARCLAYS CAPITAL SECURITIES LIMITED**

Company number: **01929333**



X6YH6N95

Received for Electronic Filing: **26/01/2018**

Details of Charge

Date of creation: **23/01/2018**

Charge code: **0192 9333 0025**

Persons entitled: **CITIBANK EUROPE PLC**

Brief description: **N/A**

Contains floating charge(s) .

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1929333

Charge code: 0192 9333 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd January 2018 and created by BARCLAYS CAPITAL SECURITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th January 2018 .

Given at Companies House, Cardiff on 30th January 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EMEA ANNEX TO THE EXCHANGE TRADED SERVICES SCHEDULE – DEED OF AMENDMENT

This Deed of Amendment (the "Deed") is dated 23/01/18 and made between:

- (1) Clearing Agent;
- (2) The Clearing Member;
- (3) Barclays Capital Securities Limited (the "Client")

WHEREAS:

- (A) The Client, the Clearing Member and the Clearing Agent have entered into an Exchange Traded Services Schedule dated 20th October 2014 (the "Schedule") for the purpose of clearing and settling Transactions via certain Systems, as defined in the Schedule.
- (B) The Clearing Agent, the Client and the Clearing Member have entered into a supplement to the Schedule in relation Accounts held in EMEA by signing an EMEA Annex to the Schedule.
- (C) The Parties wish to enter into this Deed in order to amend the EMEA Annex by inserting a new Section 2.4 into the EMEA Annex to include Irish law security language in respect of Accounts opened and maintained in Ireland.

IT IS AGREED:

1. Interpretation

- (a) This Deed shall amend the EMEA Annex.
- (b) Other than as set out in this Deed the EMEA Annex shall remain in full force and affect.
- (c) Capitalised terms not defined in this Deed shall have the meanings given to them in the Schedule and the EMEA Annex.

2. Amendments

A new section 2.4 shall be inserted into the EMEA Annex as follows:

"2.4 ***Ireland:*** The following sections only apply to Accounts opened and maintained in Ireland

2.4.1 The Clearing Agent and the Client agree that they intend this section 2.4 of this Annex to create Irish law security interests over the Secured Assets which:

- (a) take effect as a security interest over (i) assets that constitute financial collateral for the purposes of the Financial Collateral Regulations (as defined below) and (ii) assets, if any, that do not constitute such financial collateral; and

- (b) are subject to all of the provisions of the Schedule, except as those provisions are expressly dis-applied or amended pursuant to section 2.4 of this Annex.

2.4.2 The following new definitions shall be deemed to be inserted into Clause 1 of the Schedule:

"*Act*" means the Land and Conveyancing Reform Act 2009, (as amended);

"*Financial Collateral Regulations*" means the European Communities (Financial Collateral Arrangements) Regulations 2010 (as amended);

"*Financial Instruments*" means financial instruments as that term is defined in the Financial Collateral Regulations;

"*FCR Securities*" means Securities that constitute Financial Instruments, but does not include shares in a company whose exclusive purpose is (a) to own means of production that are essential for the collateral provider's own business; or (b) to own real property; and

"*Non-FCR Securities*" means Securities other than FCR Securities.

2.4.3 The following new Clause shall be deemed to be inserted into the Schedule after Clause 8.16:

"8.17

8.17.1 As continuing security for the proper payment and discharge in full of the Secured Obligations (as defined in Clause 8.1), the Client, as beneficial owner hereby absolutely, irrevocably and unconditionally charges in favour of the Clearing Agent, all of its rights, title and interest whatsoever, present and future, actual and contingent, in and to:

- (a) Cash credited to any Cash Account held in the name of the Client; and
- (b) FCR Securities credited to any Custody Account or Clearing Account held in the name of the Client.

8.17.2 As continuing security for the proper payment and discharge in full of the Secured Obligations, the Client, as beneficial owner hereby absolutely, irrevocably and unconditionally charges in favour of the Clearing Agent, all of its rights, title and interest whatsoever, present and future, actual and contingent, in and to any Non-FCR Securities credited to any Custody Account or Clearing Account held in the name of the Client.

8.17.3 The Client hereby agrees that the security interest created by this Clause 8.17 constitutes a "security financial collateral arrangement" for the purposes of Directive 2002/47/EC of the European Parliament and Council of 6 June 2002 on Financial Collateral Arrangements and the Financial Collateral Regulations.

- 8.17.4 The Client hereby agrees that all of the Secured Assets are designated so as to be under the control of the Clearing Agent. For these purposes, the Client hereby specifically agrees that the Clearing Agent shall not be obliged to act on a demand for the withdrawal or transfer of any Secured Assets made by the Client if the Clearing Agent considers, in its discretion, that there are insufficient Secured Assets (taking into account any Secured Assets held by any other Clearing Agent) to cover the Secured Obligations owing to the Clearing Agent as a result of providing services to the Client pursuant to the Principal Agreement.
- 8.17.5 If an Event of Default occurs and has not been waived by the Clearing Agent or an Automatic Early Termination Event occurs, the security interests vested in the Custodian from time to time pursuant to this Clause 8.17 shall become immediately enforceable and the Clearing Agent expressly reserves and may exercise any right or remedy available to a pledgee or secured creditor under applicable law, including, but not limited to, the right to sell the Secured Assets as soon as reasonably possible in accordance with applicable law. The Client is not entitled to, nor is the Clearing Agent required to give, any prior notice of default or a prior notice of the sale, but the Clearing Agent shall endeavour to give notice of such sale either prior to or after such sale as soon as reasonably practicable.
- 8.17.6 The Clearing Agent will exercise its rights or remedies pursuant to Clause 8 in accordance with the Schedule and reasonable commercial standards. In the event that the Clearing Agent exercises any right of sale of the Secured Assets in accordance with applicable law, the Clearing Agent must only sell such part of the Secured Assets the current market value of which (as determined pursuant to this Clause 8.17) is necessary to discharge the then outstanding Secured Obligations. Where the security interest pursuant to Clause 8 has become enforceable, the Client is not entitled to, nor is the Clearing Agent required to give, any prior notice of sale, but the Clearing Agent shall endeavour to give notice of the sale, but the Clearing Agent shall endeavour to give notice of such sale to the Client, where possible, prior to such sale or if notice is not possible, as soon as reasonably practicable thereafter.
- 8.17.7 The Clearing Agent shall have the right to appropriate all or any part of the Secured Assets in or towards discharge of the Secured Obligations. For this purpose, the Parties agree that the value of such Secured Assets so appropriated shall be, in the case of the Securities, the market price of such Securities determined by the Clearing Agent by reference to a public index or by such other process as the Clearing Agent may select, including independent valuation. The Parties further agree that the method of valuation provided for in this Clause 8.17 shall constitute a commercially reasonable method of valuation.

8.17.8 At any time after the security interests constituted by Clause 8 have become enforceable, the statutory power of sale conferred by section 100 (Power of sale) of the Act free from restrictions contained in section 100(1), (2), (3) and (4) and without the requirement to serve notice (as specified in the final proviso to section 100(1)) and the incidental powers of sale conferred by section 102 (Incidental powers) will immediately arise and be exercisable by the Clearing Agent.

8.17.9 The provisions of section 96(1)(c) (Powers and rights generally), section 99 (Mortgagee in possession) and section 101 (Applications under sections 97 and 100) of the Act shall not apply to the Schedule.

8.17.10 The Clearing Agent will not be liable for any loss or damages which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its respective powers in relation to all or any part of the Secured Assets and shall not be liable to account as mortgagee in possession in respect of the Secured Assets or any part thereof nor be liable for any loss on realisation or in connection with the Secured Assets or for any default or omission for which a mortgagee in possession might be liable and shall not be required to give any notice under section 103(2) (Obligations on selling) of the Act.

8.17.11 All protections to purchasers contained in sections 105(1) (Protection of purchasers), 106 (Mortgagee's receipts) and 108(5) (Appointment of receiver) of the Act shall apply to all persons (including a purchaser) dealing with the Clearing Agent as if the statutory powers of sale had not been varied or extended by this Clause 8.17.

8.17.12 No purchaser from the Clearing Agent shall be entitled to rely on section 105(2) of the Act, which is expressly dis-applied by this Clause 8.17.

8.17.13 For the avoidance of doubt:

- (a) any express or implied reference in the Schedule to the security interests created under Clause 8 shall be deemed to include a reference to the security interests created under this Clause 8.17;
- (b) the payment obligation under Clause 8.13 shall be deemed to include reasonable expenses incurred in connection with this Deed; and
- (c) the power of attorney granted under Clause 8.14 shall be deemed to extend to the obligations of the Client under this Clause 8.17.


2.4.4 This section 2.4 shall in be governed and construed in accordance with Irish law."

3. **Rights of Third Parties Act**

No party other than a party to this Deed shall have rights under the Contracts (Rights of Third Parties) Act 1999.

4. **Governing Law**

This Deed and any non-contractual obligations (but not, for the avoidance of doubt, the provisions of the new section 2.4 inserted into the EMEA Annex pursuant to this Deed) will be interpreted, construed, enforced and administered in accordance with the laws of England and Wales and the Parties commit to the non-exclusive jurisdiction of the English Courts.



IN WITNESS WHEREOF this Deed has been executed as a deed and is intended to be and is hereby delivered by it as a deed on the date specified above.

SIGNED on behalf of)
CITIBANK EUROPE PLC)
as the Clearing Agent)



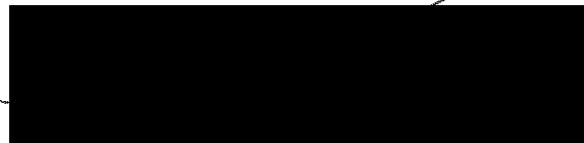
Duly Authorised Representative
name:
title: **Tim Tilley**
Director

SIGNED on behalf of)
BARCLAYS CAPITAL)
SECURITIES LIMITED)



Duly Authorised Representative
name:
title: **Gary Brine**
Vice President

SIGNED on behalf of)
CITIBANK EUROPE PLC)
as the Clearing Member)



Duly Authorised Representative
name:
title: **Tim Tilley**
Director

Signature Verified


Hajo Christian Schmitt
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